

**A & E MEDIATECH**

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY,  
ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY,  
TECHNOLOGY BASED SERVICES,  
TECHNOLOGY PRODUCTS,  
COMPUTER NETWORK SECURITY, AND  
MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE**

**DECLARATIONS**

**THIS IS A CLAIMS-MADE AND REPORTED LIABILITY INSURANCE POLICY. PLEASE  
READ CAREFULLY.**

**POLICY NUMBER:** {Missing}

**1. NAMED ASSURED:**

{Missing}

**ADDRESS:**

{Missing}

**2. POLICY PERIOD:**

**FROM:** {Missing}

**TO:** {Missing}

**12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN  
NUMBER 1 ABOVE.**

**3. LIMIT OF LIABILITY:**

(a) {Missing} Each **Claim** - includes **Claims Expenses**.

(b) {Missing} Aggregate for the **Policy Period** - includes **Claims Expenses**.

**4. DEDUCTIBLE:**

{Missing} Each **Claim** Deductible - includes **Claims Expenses**.

**5. PREMIUM:**

{Missing}

**6. RETROACTIVE DATE:**

{Missing}

**7. TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE COVERAGE OPTION:**

**Purchased**  **If this box is checked then Insuring Agreements C, D, E and F of this Policy shall apply.**

**Not Purchased**  **If this box is checked then Insuring Agreements C, D, E and F of this Policy shall not apply.**

If no box is checked, then Insuring Agreements C, D, E and F of this Policy shall not apply.

**8. OPTIONAL EXTENSION PERIOD:**

**(a) Premium for Optional Extension Period:** {Missing} % of the total premium for this Policy

**(b) Length of Optional Extension Period:** {Missing}

**9. NOTICE OF CLAIM TO:**

{Missing}

**10. NOTICE OF ELECTION:**

{Missing}

**11. SERVICE OF SUIT:**

{Missing}

**12. CHOICE OF LAW:**

{Missing}

**FORMS AND ENDORSEMENTS ATTACHED HERETO:**

{Missing}

**DATED IN LONDON:** {Missing}

## A & E MEDIATECH

### ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE

NOTICE: This Coverage is provided on a Claims Made and Reported Basis. Except as otherwise provided, this coverage applies only to **Claims** first made against the **Assured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of the premium and reliance upon the statements in the **Application** which is deemed a part of this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to the Limit of Liability, deductible, exclusions, conditions and other terms of this Insurance, the Underwriters agree with the Named Assured, set forth at Item 1 of the Declarations made a part hereof:

#### I. INSURING AGREEMENTS

##### A. Architects and Engineers Professional Liability

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against the **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission in rendering or failure to render **Professional Services** on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** by the **Assured** or by any person, including an independent contractor, for whose negligent act, error or omission the **Assured Organization** is legally responsible.

##### B. Architects, Engineers and Contractors Pollution Liability

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against the **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) for a **Pollution Condition** arising out of the rendering of or failure to render **Professional Services** or the performance of or failure to perform **Contracting Services** on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** by the **Assured** or by any person, including an independent contractor, for whose **Pollution Condition** the **Assured Organization** is legally responsible.

The Insuring Agreements C, D, E and F below only apply if Item 7 of the Declarations indicates that these Insuring Agreements have been purchased.

C. **Technology Based Services**

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against the **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, in rendering or failure to render **Technology Based Services** on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** by the **Assured** or by any person, including an independent contractor, for whose negligent act, error or omission or unintentional breach of contract the **Assured Organization** is legally responsible.

D. **Technology Products**

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against any **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) arising out of any negligent act, error or omission, or any unintentional breach of contract, by the **Assured** on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** that results in the failure of **Technology Products** to perform the function or serve the purpose intended.

E. **Computer Network Security**

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of any **Claim** first made against any **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) arising out of any act, error or omission on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** in the course of providing or managing **Computer Systems** security by the **Assured** or by any person, including an independent contractor, for whose act, error or omission the **Assured Organization** is legally responsible 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 Code** from **Computer Systems** to third party computers and systems.

F. **Multimedia and Advertising**

To pay on behalf of the **Assured Damages** and **Claims Expenses**, in excess of the Deductible, which the **Assured** shall become legally obligated to pay because of liability imposed by law or **Assumed Under Contract** resulting from any **Claim** first made against any **Assured** during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to Underwriters either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period** or during the **Optional Extension Period** (if applicable) arising out of one or more of the following acts committed on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the **Policy Period** in the course of the **Assured Organization's** performance of **Professional Services, Media Activities** or **Technology Based Services**:

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;
2. invasion of or interference with the right to privacy or of publicity;
3. misappropriation of any name or likeness for commercial advantage;
4. false arrest, detention or imprisonment or malicious prosecution;
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
6. plagiarism, piracy or misappropriation of ideas under implied contract;
7. infringement of copyright;
8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark;
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, Insuring Agreements A, B, C, D, E and F 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 **Assured Organization**.

## II. SUPPLEMENTARY PAYMENTS

All payments made under this Clause are not subject to the Deductible and are payable by the Underwriters in addition to the Limits of Liability.

### A. Pre-Claims Assistance

If the **Assured** reports a **Circumstance** during the **Policy Period**, in accordance with Clause XII.B, until such time a **Claim** is made, any costs or expenses the Underwriters incur as a result of investigating or monitoring such **Circumstance**, will be paid for by the Underwriters. The decision to incur any costs or expenses to monitor or investigate such **Circumstance** shall be at the sole discretion of the Underwriters.

### B. Defendants Reimbursement

Upon the Underwriter's request, the **Assured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. After the first three (3) days attendance required for each **Claim**, the Underwriters shall reimburse the **Assured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$400 for each day in the aggregate for all **Assureds** subject to a maximum amount of \$7,500 for each **Claim**.

### C. ADA, FHA, OSHA Regulatory / Administrative Actions Reimbursement

Underwriters will reimburse the **Assured**, upon written request, for legal fees and expenses up to \$25,000 in the aggregate for the **Policy Period**, incurred by the **Assured** with the prior written consent of the Underwriters, in responding to a regulatory or administrative action brought directly against the **Assured** during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing (FHA) or the Occupational Safety and Health Act (OSHA) provided that the regulatory or administrative action:

1. arises out of the rendering of or failure to render **Professional Services**; and
2. is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$25,000 under this Clause, the Underwriters shall not be obligated to pay any further legal fees and expenses.

### D. Disciplinary Proceedings Reimbursement

Underwriters will reimburse the **Assured**, upon written request, for legal fees and expenses up to \$7,500 in the aggregate for the **Policy Period**, incurred by the **Assured** with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the **Assured** during the **Policy Period** provided that the disciplinary proceeding:

1. arises out of the rendering of or failure to render **Professional Services**; and
2. is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$7,500 under this Clause, the Underwriters shall not be obligated to pay any further legal fees and expenses.

### III. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions and other terms and conditions of this Policy, any **Claim** against the **Assured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, exclusions, and other terms and conditions of this Policy, any **Claim** in the form of a civil suit against the **Assured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Agreement F if:
1. the **Claim** is first made during the **Policy Period** or **Optional Extension Period** (if applicable) and reported to the Underwriters pursuant to the terms of this Policy; and
  2. the act or acts were committed on or after the Retroactive Date and before the end of the **Policy Period** in the course of the **Assured Organization's** performance of **Professional Services, Media Activities** or **Technology Based Services**.
- C. When the Underwriters defend a **Claim**, they will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Each **Claim** Deductible.
- D. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.
- However, notwithstanding the above, the **Assured's** rights under this Policy shall not be prejudiced by any refusal to disclose the identity of any confidential source of information, or to produce any documentation or information obtained in the course of **Media Activities** in respect of which the **Assured** has asserted a claim of reporter's privilege or any other privilege regarding the protection of news-gathering activities.
- E. If the **Assured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the Claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Each **Claim** Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Assured**. The portion of any proposed settlement or compromise that requires the **Assured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.
- F. It is further provided that the Underwriters shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court

of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Assured**.

#### IV. THE ASSURED AND THE ASSURED ORGANIZATION

As used throughout this Policy, whether expressed in singular or plural, "**Assured**" shall mean:

- A. the Named Assured and any **Subsidiaries** of the Named Assured (together the "**Assured Organization**");
- B. a director or officer of the **Assured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Assured Organization**;
- C. an employee or temporary employee of the **Assured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Assured Organization's** business;
- D. a principal if the Named Assured is a sole proprietorship, or a partner if the Named Assured is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Assured Organization**;
- E. any person who previously qualified as an **Assured** under B, C or D above prior to the termination of the required relationship with the **Assured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Assured Organization**;
- F. the estate, heirs, executors, administrators, assigns and legal representatives of any **Assured** in the event of such **Assured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Assured** would otherwise be provided coverage under this Insurance;
- G. any joint venture in which the **Assured Organization** participates in, but solely for the **Assured Organization's** liability that arises out of a negligent act, error or omission in rendering or failure to render **Professional Services** by or on behalf of the **Assured Organization** or for a **Pollution Condition** that arises out of the rendering of or failure to render **Professional Services** or the performance of or failure to perform **Contracting Services** by or on behalf of the **Assured Organization**; and
- H. solely with respect to Insuring Agreement B, the client for whom the **Assured Organization** renders or rendered **Professional Services** or performs or performed **Contracting Services**, provided that a written contract or agreement is in effect between the **Assured Organization** and the client requiring the client to be an additional assured under the **Assured Organization's** architects, engineers and contractors pollution liability policy. However, such clients are covered under Insuring Agreement B of this Policy solely with respect to **Damages and Claims Expenses** arising from **Professional Services** rendered or **Contracting Services** performed by or on behalf of the **Assured Organization** and are not covered for any **Damages and Claims Expenses** arising from the client's own acts, errors or omissions. Clients of the **Assured Organization** are covered under Insuring Agreement B of this Policy, subject to Clause IX, only for the Limits of Liability required by the written contract or agreement.



V. **TERRITORY**

This Policy applies to **Claims** made and acts, errors or omissions or **Pollution Conditions** committed or arising anywhere in the world.

VI. **EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any Claim:

A. **Criminal, Dishonest, Intentional, Fraudulent, Malicious, Willful or Knowing Acts**

arising out of or resulting from any criminal, dishonest, intentional, fraudulent, malicious, willful or knowing act, error or omission committed by any **Assured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Assured**, or admission by the **Assured**, establishing such criminal, dishonest, intentional, fraudulent, malicious willful or knowing conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the Named Assured shall reimburse Underwriters for all **Claims Expenses** incurred defending the **Claim** and Underwriters shall have no further liability for **Claims Expenses**.

Provided, that this exclusion shall not apply to any **Claim** based upon or arising from the **Assured's** unintentional breach of a written agreement to refrain from disclosing confidential or proprietary information in rendering or failure to render **Professional Services** or in the performance of or failure to perform **Contracting Services**.

B. **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 **Assured Organization** 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 **Assured** 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.

C. **Assured versus Assured**

by or on behalf of one or more **Assureds** under this Insurance against any other **Assured** or **Assureds** under this Insurance; provided, that this exclusion shall not apply to a **Claim** by or on behalf of any client of the **Assured Organization** who is an **Assured** by virtue of Clause IV.H.

D. **Ownership Interest and Outside Positions**

1. arising out of or resulting from any **Assured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Assured Organization**; or
2. made by any entity, arising out of **Professional Services, Contracting Services, Media Activities** or **Technology Based Services** performed for such entity, or **Technology Products** provided to such entity which:
  - (a) is operated, managed or controlled by an **Assured** or in which any **Assured** has an ownership interest in excess of 25%; or in which any **Assured** is an officer or director; or
  - (b) operates, controls or manages the Named Assured, or has an ownership interest of more than 15% in the Named Assured.

E. **Discrimination, Humiliation, Harassment and Misconduct**

for or arising out of or resulting from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability or pregnancy; provided, that this exclusion shall not apply to any **Claim** based upon the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), or any state or local versions of those acts, and arising out of the **Assured's** rendering or failure to render **Professional Services**.

F. **Assumption of Contractual Liability of Others**

arising out of or resulting from the liability of others assumed by the **Assured** under any contract or agreement either oral or written, including any hold harmless or indemnity agreements, except:

1. with respect to Insuring Agreement F for liability **Assumed under Contract**; or
2. to the extent the **Assured** would have been liable in the absence of such contract or agreement.

G. **Express Warranties, Representations, Guarantees and Promises**

for or arising out of or resulting from:

1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards; or
2. breach of guarantee or any promises of cost savings, profits, or return on investment.

H. **Faulty Workmanship**

under Insuring Agreement A arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any **Assured** on any construction,

erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, labor or equipment furnished in connection with such repair or replacement.

I. **Asbestos**

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 1<sup>st</sup> January 1990 or the Retroactive Date set forth in Item 6 of the Declarations (whichever is the later) by or on behalf of the **Assured**.

J. **Employers Liability**

for or arising out of or resulting from:

1. **Bodily Injury** to any employee of the **Assured Organization** arising out of and in the course of employment by the **Assured Organization**; or
2. the **Assured Organization's** employment obligations, decisions, practices or policies as an employer.

K. **Worker's Compensation**

arising out of any obligation which the **Assured** or any carrier as insurer may be liable under any worker's compensation, unemployment compensation or disability benefits law or similar law.

L. **Property Liability**

arising out of or resulting from the **Assured's** ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

M. **Products Liability**

arising out of or resulting from the design or manufacture of any goods or products for multiple sales or mass distribution which are sold or supplied by the **Assured** or by others under license from the **Assured**; provided, that this exclusion shall not apply to any **Claim** which is covered pursuant to Insuring Agreement D of this Policy.

N. **Transportation, Shipment or Delivery of Waste, Products or Materials**

under Insuring Agreement B arising out of or resulting from any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **Professional Services** are being rendered or **Contracting Services** are being performed.

**O. Property Damage to Assured Organization's Work and Products**

under Insuring Agreement B for any **Property Damage**:

1. to work performed by or on behalf of the **Assured Organization** resulting from the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
2. to any goods or products which are sold or supplied by the **Assured** or by others under license from the **Assured** resulting from such goods or products or any portion thereof.

**P. Patent Infringement**

for or arising out of actual or alleged infringement of patent or patent rights or misuse of patent.

**Q. Failure to Maintain Insurance**

arising out of or resulting 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 the **Assured** or any other person or entity.

**R. Insolvency and Bankruptcy**

arising out of or resulting from the insolvency or bankruptcy of any **Assured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **Claims**, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity.

**S. War and Terrorism**

directly or indirectly caused by, resulting from or in connection with:

1. any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any act of terrorism.
2. any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion, any **Damages** or **Claims Expenses** are not covered by this Insurance, the burden of proving the contrary shall be upon the **Assured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## VII. EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS C, D, E AND F

The coverage under Insuring Agreements C, D, E and/or F of this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

### A. **Bodily Injury and Property Damage**

for, arising out of, or resulting from **Bodily Injury** or **Property Damage**.

### B. **Contractual Liability**

arising out of or resulting from:

1. any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written, except:

(a) with respect to:

- (i) Insuring Agreement C for breach of an agreement by the **Assured Organization** to perform **Technology Based Services**; or
- (ii) Insuring Agreement D for breach of an agreement by the **Assured Organization** to manufacture, develop, create, distribute, license, lease or sell **Technology Products**;

provided, this exception VII.B.1(a) shall not apply to breach of any hold harmless or indemnity agreement;

(b) with respect to Insuring Agreement F for liability:

- (i) **Assumed under Contract**; or
- (ii) misappropriation of ideas under an implied contract; or

(c) to the extent the **Assured** would have been liable in the absence of such contract or agreement; or

2. breach of any contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards.

### C. **Business Risks**

for or arising out of or resulting from:

1. inaccurate, inadequate or incomplete description of the price of goods, products or services;

2. cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;
3. the failure of goods, products, or services to conform with any represented quality or performance contained in **Advertising**; or
4. any actual or alleged gambling, contest, lottery, promotional game or other game of chance.

D. **Licensing Fees and Royalty Payments**

arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.

E. **Reprinting, Recall, Removal, Disposal, Withdrawal, Inspection, Repair, Replacement, Reproduction Costs and Expenses**

for or arising out of or resulting from any costs or expenses incurred or to be incurred by the **Assured** or others for:

1. the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or
2. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
  - (a) **Technology Products**, including any products or other property of others that incorporate **Technology Products**;
  - (b) work product resulting from or incorporating the results of **Technology Based Services**; or
  - (c) any products or other property on which **Technology Based Services** are performed;

provided, that this exclusion shall not apply to **Claims** for the resulting loss of use of such **Media Material** or **Technology Products**, or loss of use of the work product resulting from such **Technology Based Services**.

F. **Computer Systems Security**

arising out of or resulting from:

1. the failure of **Computer Systems** to be protected by security practices and procedures equal to or superior to those disclosed in response to questions in the **Application** relating to **Computer Systems** security, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, and data encryption procedures; or
2. the failure to install available software product updates and releases, or to apply security related software patches, to computers and other components of **Computer Systems**.

G. **Electrical and Telecommunications Failure and Malfunction and Force Majure**

arising out of, resulting from or alleging:

1. any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Assured Organization's** operational control; or
2. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.

H. **Antitrust**

for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended, or any similar law or legislation of any state, province or other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive or misleading advertising.

I. **Federal Trade Commission and Federal Communications Commission**

brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any similar governmental entity, in such entity's regulatory or official capacity.

J. **Copyright and Trade Secret Infringement of Technology Products**

for or arising out of actual or alleged infringement of copyright or misappropriation of trade secret arising out of or related to **Technology Products**.

K. **Electromagnetic Fields and Radiation**

for or arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

L. **Delay in Delivery or Performance**

for or arising out of or resulting from delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time.

VIII. **DEFINITIONS**

Wherever used in this Policy in bold face type, the following definitions shall apply.

- A. "**Advertising**" means material which promotes the product, service or business of the **Assured Organization** or others.
- B. "**Application**" means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other policy issued by Underwriters, of which this Policy is a renewal, replacement or which it succeeds in time.
- C. "**Assumed Under Contract**" means liability assumed by the **Assured Organization** under a written hold harmless or indemnity agreement regarding the content of **Media**

**Material** used in a **Media Communication**, but only as respects acts for which insurance is afforded under Insuring Agreement F.

- D. **"Bodily Injury"** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting therefrom.
- E. **"Circumstance"** means any fact, event or situation that could reasonably be the basis for a **Claim**.
- F. **"Claim"** means a demand received by any **Assured** for money or services including the service of suit or institution of arbitration proceedings. **"Claim"** shall also mean a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).

Multiple **Claims** arising from the same or a series of related or repeated acts, errors, omissions or **Pollution Conditions** or from any continuing acts, errors, omissions or **Pollution Conditions** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of Claimants or **Assureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- G. **"Claims Expenses"** means:
  - 1. reasonable and necessary fees charged by an attorney designated or consented to by the Underwriters;
  - 2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, if incurred by the Underwriters, or by the **Assured** with the prior written consent of the Underwriters; and
  - 3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **Claim** against any **Assured** for a covered act, error or omission, provided however that the Underwriters shall have no obligation to appeal or to obtain such bonds.

**Claims Expenses** do not include any salary, overhead or other charges of or by the **Assured** for any time spent in cooperating in the defense and investigation of any **Claim** notified under this Insurance.

- H. **"Cleanup Costs"** means reasonable and necessary costs, charges and expenses incurred with the prior written consent of the Underwriters in the investigation, removal or neutralization of a **Pollution Condition**, provided that such costs, charges and expenses are caused by a **Pollution Condition** arising out of the rendering of or failure to render **Professional Services** or the performance of or failure to perform **Contracting Services** by or on behalf of the **Assured Organization**.
- I. **"Computer Systems"** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
  - 1. operated by and either owned by or leased to the **Assured Organization**; or
  - 2. operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Assured Organization** or for processing, maintaining, hosting or storing the **Assured**



**Organization's** electronic data, pursuant to written contract with the **Assured Organization** for such services.

- J. **"Contracting Services"** means the performance of construction, drilling or remediation activities by or on behalf of the **Assured Organization**.
- K. **"Damages"** means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon.

The term **Damages** shall not include or mean:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Assured**, or the costs of an **Assured** to comply with orders granting injunctive or equitable relief;
  2. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
  3. costs incurred by the **Assured** to correct, re-perform or complete any **Media Activities** or **Technology Based Services**;
  4. any damages which are a multiple of compensatory damages;
  5. fines, taxes or loss of tax benefits, sanctions or penalties assessed against the **Assured**;
  6. punitive or exemplary damages, unless insurable by law under the law under which this Policy is construed;
  7. discounts, coupons, prizes, awards or other incentives offered to the **Assured's** customers or clients;
  8. liquidated damages to the extent that such damages exceed the amount for which the **Assured** would have been liable in the absence of such liquidated damages agreement; or
  9. any amounts for which the **Assured** is not liable, or for which there is no legal recourse against the **Assured**.
- L. **"Malicious Code"** means any virus, Trojan Horse, worm or other similar 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 Communication"** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Assured Organization**.
- N. **"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.
- O. **"Media Activities"** means **Media Communications** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of the **Assured Organization's** business.
- P. **"Optional Extension Period"** means the period of time after the end of the **Policy Period** for reporting **Claims** as provided in Clause XIII of this Policy.

- Q. **"Policy Period"** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.
- R. **"Pollution Condition"** means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **Bodily Injury, Property Damage** or **Cleanup Costs**.
- S. **"Professional Services"** means those services performed for others by or on behalf of the **Assured Organization** in the practice of architecture, engineering, land surveying, landscape architecture, interior design, construction management or environmental consulting.
- T. **"Property Damage"** means:
1. physical injury to or destruction of any tangible property, including the loss of use thereof; or
  2. loss of use of tangible property that has not been physically injured or destroyed.
- U. **"Subsidiary"** means any corporate entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Assured directly or indirectly, if such entity was so owned on the inception date of this Policy; or:
1. was so owned prior to the inception date of this Policy and was insured under a policy issued by Underwriters of which this Policy is a renewal;
  2. becomes so owned after the inception date of this Policy provided the revenues of the entity do not exceed 10% of the Named Assured's Annual Revenues as set forth in their most recent **Application**; or
  3. becomes so owned after the inception date of this Policy provided that if the revenues of the entity exceed 10% of the Named Assured's Annual Revenues as set forth in their most recent **Application**, the provisions of Clause XVIII.A., must be fulfilled.

Provided that this Policy only provides coverage for acts, errors or omissions or **Pollution Conditions** taking place while the corporate entity is so owned by the Named Assured.

- 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 **Assured Organization**, computer and software systems installation and integration, computer and software support, and network management services performed by the **Assured**, or by others acting under the **Assured Organization's** 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 **Assured Organization** for others, or distributed, licensed, leased or sold by the **Assured Organization** 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 **Assured Organization**; or
  2. the authorized use of or access to **Computer Systems** in a manner not authorized by the **Assured Organization**.

#### IX. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 3(a) of the Declarations for **"Each Claim"** is the limit of the Underwriters' liability for all **Damages and Claims Expenses** arising out of each **Claim**.
- B. The **"Aggregate for the Policy Period"** stated in Item 3(b) of the Declarations is the Underwriters' combined total Limit of Liability for all **Damages and Claims Expenses** arising out of all **Claims or Circumstances** which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one **Assured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- C. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.

#### X. DEDUCTIBLE

The **"Each Claim Deductible"** stated in Item 4 of the Declarations applies separately to each **Claim**. The Each **Claim Deductible** shall be satisfied by monetary payments by the Named Assured of **Damages and Claims Expenses** resulting from **Claims** first made during the **Policy Period** and the **Optional Extension Period** and reported to the Underwriters pursuant to the terms of this Policy. Satisfaction of the Each **Claim Deductible** is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of the Each **Claim Deductible** subject to the Underwriters' total liability not exceeding the Limits of Liability stated in Items 3(a) and 3(b) of the Declarations. The Named Assured shall make direct payments within the Each **Claim Deductible** to appropriate other parties designated by the Underwriters.

#### XI. INNOCENT ASSURED

- A. Whenever coverage under this Insurance would be excluded, suspended or lost because of Exclusion VI.A relating to criminal, dishonest, intentional, fraudulent, malicious, willful or knowing acts, errors or omissions by any **Assured**, and with respect to which any other **Assured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, then the

Underwriters agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Assureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in Exclusion VI.A.

This provision is inapplicable to any **Claim** or **Circumstance** against the **Assured Organization** arising from acts, errors or omissions known to any present or former principal, partner, director or officer of the **Assured Organization**.

- B. With respect to this provision, the Underwriters' obligation to pay in such event shall only be in excess of the full extent of any recoverable assets of any **Assured** to whom Exclusion VI.A applies and shall be subject to the terms, conditions and limitations of this Policy.

## XII. NOTICE OF CLAIM OR CIRCUMSTANCE

- A. If any **Claim** is made against an **Assured**, the **Assured** shall forward as soon as practicable to the Underwriters through the persons named in Item 9 of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Assured** or the **Assured's** representative, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the last day of the **Optional Extension Period**, if purchased.
- B. If during the **Policy Period** any director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Assured Organization** first becomes aware of any **Circumstance** and gives written notice to the Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9 of the Declarations as soon as practicable during the **Policy Period** of:
  - 1. the specific details of the act, error or omission or **Pollution Condition** in the provision of **Professional Services, Contracting Services, Media Activities** or **Technology Based Services** or relating to **Technology Products** that gave rise to the **Circumstance**;
  - 2. the injury or damage which may result or has resulted from the **Circumstance**; and
  - 3. the facts by which such director, officer, principal, partner, insurance manager or any member of the risk management or legal department of the **Assured Organization** first became aware of the act, error or omission or **Pollution Condition**

then any subsequent **Claim** made against the **Assured** arising out of such **Circumstance** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

- C. A **Claim** shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9 of the Declarations of the **Claim** or of a **Circumstance** if provided in compliance with Clause B above.

- D. If any **Assured** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

### XIII. OPTIONAL EXTENSION PERIOD

- A. If this Policy is cancelled or non-renewed by the Underwriters, then the Named Assured designated in Item 1 of the Declarations shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against any **Assured** and reported in writing to the Underwriters during the period of time set forth in Item 8(b) of the Declarations after the end of the **Policy Period**, but only with respect to any act, error or omission or **Pollution Condition** committed or arising on or after the Retroactive Date and before the effective date of cancellation or non-renewal.
- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriters within thirty (30) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Optional Extension Period**.
- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriters for the **Policy Period**.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause XIII.
- F. All notices and premium payments made under this clause shall be directed to Underwriters through the entity named in Item 10 of the Declarations.

### XIV. REPRESENTATIONS

By acceptance of this Policy, all **Assureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriters, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **Assured** or its agent in the **Application** will render the Policy null and void and relieve the Underwriters from all liability under the Policy.

### XV. OTHER INSURANCE

This Insurance shall apply in excess of:

- A. any other valid and collectible insurance available to any **Assured**, including, but not limited to, any project specific professional liability and/or contractors pollution liability insurance; and

B. any self insured retention or deductible portion thereof

unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

#### XVI. ASSIGNMENT

The interest hereunder of any **Assured** is not assignable. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

#### XVII. CANCELLATION

A. The Named Assured may cancel this Policy by surrender thereof to the Underwriters through the entity named in Item 10 of the Declarations, or by mailing to the Underwriters through the entity named in Item 10 of the Declarations written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

B. The Underwriters may cancel this Policy by mailing or delivering to the Named Assured at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Policy because the **Assured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing or delivering a written notice of cancellation to the Named Assured at the address shown in the Declarations stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

C. If this Policy is cancelled pursuant to A hereinabove, the Underwriters shall retain the short rate portion of the premium hereon calculated in accordance with the Short Rate Cancellation Table set forth in Clause XXX of this Policy. If this Policy is cancelled pursuant to B hereinabove, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.

#### XVIII. MERGERS AND ACQUISITIONS

A. During the **Policy Period**, if the Named Assured or any **Subsidiary** acquires another entity whose annual revenues are more than ten percent (10%) of the Named Assured's total annual revenues as set forth in the most recent **Application**; then no **Assured** shall have coverage under this Policy for any **Claim** that arises out of any act, error or omission or **Pollution Condition**, whether committed or arising either before or after such acquisition:

1. by the acquired entity or any person employed by the acquired entity; or
2. involving or relating to the assets, liabilities, or **Computer Systems** of the acquired entity.

The foregoing provision shall not apply if the Named Assured gives the Underwriters written notice within sixty (60) days after the effective date of the acquisition, obtains

the written consent of the Underwriters to extend coverage to such additional entities, assets or exposures, and agrees to pay any additional premium required by the Underwriters.

- B. If during the **Policy Period** the Named Assured consolidates or merges with another entity such that the Named Assured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition and Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition. The Named Assured shall provide written notice of such consolidation, merger or acquisition to the Underwriters as soon as practicable, together with such information as the Underwriters may require.
- C. All notices and premium payments made under this section shall be directed to the Underwriters through the entity named in Item 10 of the Declarations.

#### **XIX. ASSISTANCE AND COOPERATION OF THE ASSURED**

The **Assured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Assured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Assured** agrees not to take any action which in any way increases the Underwriters' exposure under the Policy.

Upon the Underwriters' request, the **Assured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Assured** because of acts, errors or omissions or **Pollution Conditions** with respect to which insurance is afforded under this Policy; and the **Assured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Assured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters.

Except as provided for in Clause II.B, expenses incurred by the **Assured** in assisting and cooperating with the Underwriters, as described above, do not constitute **Claims Expenses** and are not reimbursable under the Policy.

#### **XX. ACTION AGAINST UNDERWRITERS**

No action shall lie against the Underwriters unless, as a condition precedent thereto, the **Assured** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Assured's** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Underwriters. Nothing contained herein shall give any person or organization any right to join the Underwriters as a party to any **Claim** against the **Assured** to determine their liability, nor shall the Underwriters be impleaded by the **Assureds** or their legal representative in any **Claim**.

## XXI. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Assureds'** rights of recovery therefore against any person or organization, and the **Assured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Assured** shall do nothing to prejudice such rights. The Underwriters agree to waive their rights of recovery against any client of the **Assured Organization** for a **Claim** which is covered pursuant to Insuring Agreements A and/or B of this Policy to the extent the **Assured Organization** had, prior to such **Claim**, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriters, and third to the Each **Claim** Deductible. Any additional amounts recovered shall be paid to the Named Assured.

## XXII. ENTIRE AGREEMENT

By acceptance of this Policy, all **Assureds** agree that this Policy embodies all agreements existing between them and the Underwriters relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by written endorsement issued to form a part of this Policy, signed by the Underwriters.

## XXIII. VALUATION AND CURRENCY

All premiums, limits, deductibles, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

## XXIV. BANKRUPTCY

Bankruptcy or insolvency of the **Assured** shall not relieve the Underwriters of its obligations nor deprive the Underwriters of its rights or defenses under this Policy.

## XXV. AUTHORIZATION

By acceptance of this Policy, the **Assureds** agree that the Named Assured set forth at Item 1 of the Declarations will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

## XXVI. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

## XXVII. HEADINGS

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.



**XXVIII. SERVICE OF SUIT**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Insurance, Underwriters hereon, at the request of the **Assured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Underwriters' representative, designated in Item 11 of the Declarations, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The Underwriters' representative designated in Item 11 of the Declarations is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Assured** to give a written undertaking to the **Assured** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Assured** or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the Underwriters' representative, designated in Item 11 of the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**XXIX. CHOICE OF LAW**

Any disputes involving this Policy shall be resolved applying the law designated in Item 12 of the Declarations.

**XXX. SHORT RATE CANCELLATION TABLE**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Assured** the Earned Premium shall be computed as follows:

**SHORT RATE CANCELLATION TABLE**

A. For insurances written for one year:

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 73 .....	30	206 - 209 .....	66
74 - 76 .....	31	210 - 214 .....	67
		(7 months).....	
77 - 80 .....	32	215 - 218 .....	68
81 - 83 .....	33	219 - 223 .....	69
84 - 87 .....	34	224 - 228 .....	70

88 - 91	(3 months).....	35	229 - 232	.....	71
92 - 94	.....	36	233 - 237	.....	72
95 - 98	.....	37	238 - 241	.....	73
99 - 102	.....	38	242 - 246	(8 months).....	74
103 - 105	.....	39	247 - 250	.....	75
106 - 109	.....	40	251 - 255	.....	76
110 - 113	.....	41	256 - 260	.....	77
114 - 116	.....	42	261 - 264	.....	78
117 - 120	.....	43	265 - 269	.....	79
121 - 124	(4 months).....	44	270 - 273	(9 months).....	80
125 - 127	.....	45	274 - 278	.....	81
128 - 131	.....	46	279 - 282	.....	82
132 - 135	.....	47	283 - 287	.....	83
136 - 138	.....	48	288 - 291	.....	84
139 - 142	.....	49	292 - 296	.....	85
143 - 146	.....	50	297 - 301	.....	86
147 - 149	.....	51	302 - 305	(10 months)...	87
150 - 153	(5 months).....	52	306 - 310	.....	88
154 - 156	.....	53	311 - 314	.....	89
157 - 160	.....	54	315 - 319	.....	90
161 - 164	.....	55	320 - 323	.....	91
165 - 167	.....	56	324 - 328	.....	92
168 - 171	.....	57	329 - 332	.....	93
172 - 175	.....	58	333 - 337	(11 months)...	94
176 - 178	.....	59	338 - 342	.....	95
179 - 182	(6 months).....	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	(12 months)...	100
201 - 205	.....	65			

**B. For Insurances written for more or less than one year:**

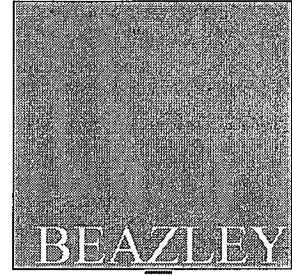
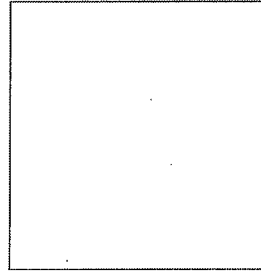
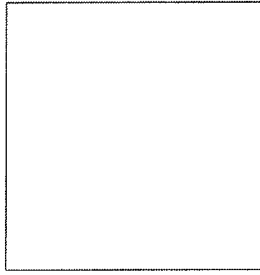
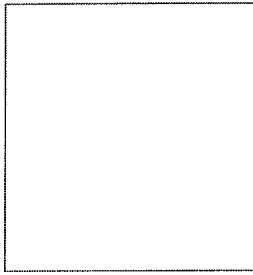
1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
  - (a) Determine full annual premium as for an insurance written for a term of one year.
  - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was

originally written.

- (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

**Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any Claim or Circumstance is reported to Underwriters under this Policy on or before such date of cancellation.**

623AFB00201



## DESIGN BUILD ENDORSEMENT

*(to apply to the AFB A&E Mediatech)*

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following additional Exclusions are added to this Policy but only for projects:

- 1) for which the **Assured** or any person, including an independent contractor, for who the **Assured Organization** is legally responsible renders **Professional Services**; and
- 2) for which the **Assured**, any person, including an independent contractor, for who the **Assured Organization** is legally responsible, any entity under common ownership with the **Assured Organization** or any entity that has an ownership interest in the **Assured Organization** performs construction, erection, fabrication, installation, assembly, manufacture or the supply of equipment or materials incorporated therein.

The coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

**A. Acquisition of Real Estate**

arising out of or resulting from the acquisition of any real estate or the securing of financing for the acquisition of any real estate.

**B. Failure to Maintain Finance**

arising out of or resulting from the advising or requiring of, or failure to advise or require, or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labor connected with any project.

**C. Cost Overruns**

for or arising out of or resulting from cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded.

**D. Delay in Construction, Erection, Fabrication, Installation and Assembly**

for or arising out of or resulting from delay in construction, erection, fabrication, installation or assembly, or failure to complete any construction, erection, fabrication, installation or assembly at or within an agreed upon period of time.

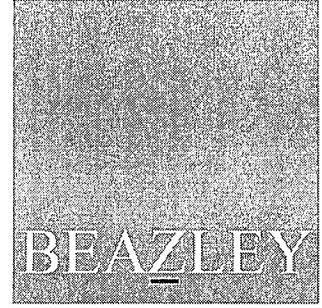
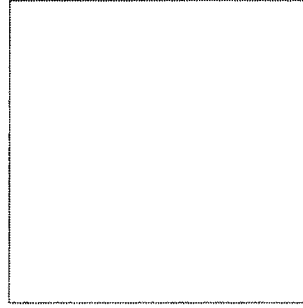
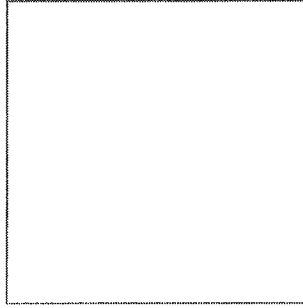
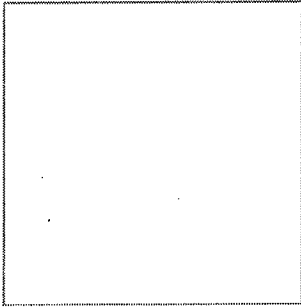
**E. Preparation or Failure to Prepare Safety Precautions or Procedures**

arising out of or resulting from the preparation or failure to prepare any safety precautions or procedures in connection with any project.

F. **Preparation or Failure to Prepare Quantity Surveys**

arising out of or resulting from the preparation or failure to prepare quantity surveys.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



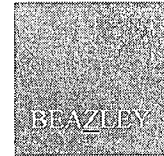
**AFB A&E MEDIA TECH® NEW BUSINESS APPLICATION**

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY,  
ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY,  
TECHNOLOGY BASED SERVICES,  
TECHNOLOGY PRODUCTS,  
COMPUTER NETWORK SECURITY, AND  
MULTIMEDIA AND ADVERTISING LIABILITY INSURANCE POLICY**

**NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED IN WRITING TO THE INSURER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD, OR DURING THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE REVIEW THIS POLICY CAREFULLY.**

**NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE, IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, A THREE YEAR OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE OR INCIDENTS REPORTED DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER TERMINATION OF COVERAGE AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE DEDUCTIBLE. THE INSURER IS NOT OBLIGATED TO PAY ANY DAMAGES AND CLAIMS EXPENSES AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF DAMAGES AND CLAIMS EXPENSES.**



**NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE INSURER OR THE INSURER'S AGENT OR BROKER EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD, OR DURING THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE). THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH A REPORTING PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR ANY ACTS, ERRORS OR OMISSIONS OF THE INSURED, AS SPECIFIED IN THE APPLICABLE INSURING CLAUSES, COMMITTED ON OR AFTER THE RETROACTIVE DATE SET FORTH IN ITEM 6. OF THE DECLARATIONS. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this **Application** are defined in the Policy and have the same meaning in this **Application** as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This **Application**, including all materials submitted herewith, shall be held in confidence.

**FIRM INFORMATION:**

1. **Name of Applicant:** \_\_\_\_\_

2. **Address:** \_\_\_\_\_

**Street**

**City**

**State**

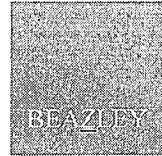
**Zip Code**

**Telephone**

**Fax**

**E-mail**

3. **Date Established (MM/DD/YY):** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



Addresses of Branch Offices	Date Established	Percentage (%) of Applicant's Total Revenues
		%
		%
		%
		%

4. **Firm Type:** Sole Proprietorship  Partnership  Corporation  Professional Corporation  Other \_\_\_\_\_
5. During the past five (5) years, has the name of the Applicant been changed or has any other business been purchased or any merger or consolidation taken place?  Yes  No

If Yes, please give full details (including dates): \_\_\_\_\_

Staff Composition	Number of Employees
Principals, Partners, Officers and Directors	
Licensed Professional Staff	
Non-Licensed Professional Staff	
Draftsmen and Other Technical Personnel	
Clerical and Accounting Employees	
<b>Total Staff</b>	

6. How many professional employees have left the Applicant in the last twelve (12) months? \_\_\_\_\_

7. What Professional Societies & Associations does the Applicant and their professional staff belong to? \_\_\_\_\_

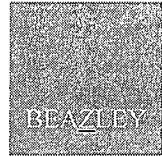
8. Is the Applicant controlled or owned by any other entity or individual not employed by the Applicant?  Yes  No

If Yes, please provide details: \_\_\_\_\_

9. Does the Applicant or any of its professional staff own an interest in any other entity?  Yes  No

If Yes, please provide the following details: \_\_\_\_\_





Owner Name	Amount Ownership Interest	Entity Name	Relation to Applicant	Nature of Activities	Entity's Gross Revenues in Past Year
	%				\$
	%				\$

10. Does the Applicant provide professional services to any of the above entities?  Yes  No
11. Does the Applicant subcontract services from any of the above entities?  Yes  No
12. Does the Applicant provide professional services on projects in which any principal, officer, director or shareholder or an immediate family member of such person retains any ownership interest in excess of ten percent (10%)?  Yes  No

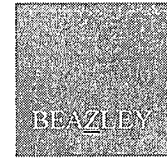
If Yes, please attach a complete description of the project, identify all individuals holding an ownership interest and include their respective amount of ownership interest.

**FINANCIAL INFORMATION:**

13. **Please attach a copy of the firm's past two (2) years financial statements.**
14. **Gross Revenues:** Please include amount of revenues from professional services. If there are abandoned projects please provide details and associated revenues. **Do not include direct reimbursable expenses such as travel costs, meals, per diem etc.**

	Fiscal Year End (MM/DD/YY)	Total Gross Revenues	Subconsultant Revenues	Separately Insured Project Revenues
Projected for Current Year	___/___/___	\$	\$	\$
Last Fiscal Year	___/___/___	\$	\$	\$
Two Years Ago	___/___/___	\$	\$	\$
Three Years Ago	___/___/___	\$	\$	\$
Estimate for Next Year	___/___/___	\$	\$	\$

15. What percentage (%) of the Applicant's revenues are generated from overseas services? \_\_\_\_\_%  
Please list the countries services are provided in: \_\_\_\_\_
16. What percentage (%) of the Applicant's revenues are generated from Technology Based Services? \_\_\_\_\_%  
If greater than five percent (5%), please complete the Technology Supplemental Application.
17. Does the Applicant's firm collect any revenue online or otherwise engage in any e-commerce operations?  
If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.



18. Does the Applicant's firm collect private personal information?

If No, check here \_\_\_\_\_. If Yes, then please complete the Technology Supplemental Application.

**PRACTICE INFORMATION:**

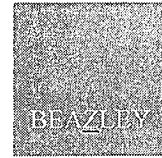
19. Please provide information on the Applicant's largest projects for the past fiscal year. A Large Project Supplemental Questionnaire is attached.

20. Please indicate the percentage (%) of the following disciplines of service in which the Applicant is engaged:  
(Total Must Equal 100%)

DISCIPLINES OF SERVICE	% REVENUES	DISCIPLINES OF SERVICE	% REVENUES
Accoustical Engineering	%	Interior Design	%
Architecture	%	Laboratory Testing (excluding soils and construction materials testing)	%
Chemical Engineering	%	Landscape Architecture	%
Civil Engineering	%	Land Surveying	%
Civil Wastewater Engineering	%	Mechanical Engineering	%
Communication Engineering	%	Mining Engineering	%
Construction/Project Management	%	Naval/Marine Engineering	%
Electrical Engineering	%	Process Engineering	%
Environmental Engineering	%	Soil/Geotechnical Engineering	%
HVAC Engineering	%	Structural Engineering	%
Illumination Engineering	%	Other (describe)	%

21. Please indicate the percentage (%) of the following services:

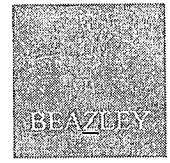
Feasibility studies, master plans, reports, surveys	%
Design without supervisory services	%
Design & Observation	%
Construction/Project Management: Agency	%
Construction/Project Management: At-Risk	%
Construction observation without design	%
Inspection services on existing structures or roads and highways	%
Inspections of homes/commercial properties for prospective buyers or lenders	%



Manufacture, sale or distribution of any product or process	%
Development, sale or leasing of computer software to others	%
Other (describe)	%

**22. Please indicate the approximate percentage (%) of revenues derived from the following project types:  
(Total Must Equal 100%)**

RESIDENTIAL	% REVENUES	INDUSTRIAL	% REVENUES
Apartments	%	Chemical / Pharmaceutical Plants	%
Condominiums	%	Mines/Quarries	%
Multi-Family - Townhouses	%	Oil Refineries/Pipelines	%
Single Family – Subdivisions	%	Power Plants/Nuclear Facilities	%
Single Family – Custom	%	Processing/Manufacturing Facilities	%
Other (describe)	%	Other (describe)	%
INSTITUTIONAL		INFRASTRUCTURE	
Churches	%	Airport Runways	%
Convalescent/Retirement Facilities	%	Bridges/Trestles	%
Correctional Facilities/Jails	%	Dams/Reservoirs	%
Courthouses	%	Marine/Offshore Facilities/Docks/Piers	%
Hospitals	%	Mass Transit Systems	%
Colleges & Universities	%	Roadways and Highways	%
Private Schools	%	Utilities	%
Public Schools: K – 12	%	Water/Wastewater Treatment Systems	%
Other (describe)	%	Other (describe)	%
GENERAL BUILDING		ENVIRONMENTAL	
Airport Terminals	%	Phase I Property Assessments	%
Libraries / Museums	%	Phase II & III Property Evaluations	%
Hotels/Motels	%	Wetland Mitigation	%
Offices	%	Asbestos Abatement	%
Parking Garages	%	Mold Abatement	%
Restaurants	%	Remediation Engineering	%
Retail/Malls/Shopping Centers	%	Waste Brokering	%



Other (describe)	%	Other (describe)	%
<b>RECREATIONAL FACILITIES</b>			
Amusement Parks	%	Arenas/Sports Facilities	%
Casinos	%	Convention Centers	%
Parks/ Playgrounds/ Pools	%	Other (describe)	%

23. What percentage (%) of the Applicant's professional services are provided using the following project delivery methods:

DELIVERY METHOD	% REVENUES
Design/Bid/Build	
Design/Build – Contractor Led	
Design/Build – Designer Led	
Fast Track (attach details)	
Engineer/Procure/Construct (EPC)	

24. Does the Applicant or any subsidiary, parent or otherwise related entity engage in actual construction, erection, manufacturing, fabrication or real estate development?  Yes  No

If Yes, please give details: \_\_\_\_\_

**CLIENTELE:**

25. What percentage (%) of the Applicant's professional services are attributable to the following types of clients:

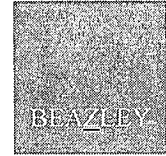
PRIVATE SECTOR	% Revenues	PUBLIC SECTOR	% Revenues	FOREIGN	% Revenues
Contractors	%	Local Government	%	Private Owner	%
Design Professionals	%	State Government	%	Governmental	%
Developers	%	Federal Government	%	Design Professionals	%
Owners	%	Other (describe)	%	Other (describe)	%
Other (describe)	%				

26. What percentage (%) of Applicant's work is derived from repeat clients? \_\_\_\_\_%

27. Does the Applicant work with other firms in joint ventures?  Yes  No

If Yes, please provide the following information:

Joint Venture Name	Project Name	Joint Venture Partners	Applicant's % Interest	Services Provided	Separately Insured
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No



**RISK MANAGEMENT:**

28. Does the Applicant have a written in-house quality control procedure?  Yes  No

29. Does the Applicant subscribe to MASTERSPEC?  Yes  No

30. What percentage (%) of projects incorporate specifications based upon or derived from MASTERSPEC? \_\_\_\_\_%

31. Do client deliverables undergo an internal peer review?  Yes  No

If Yes, please describe: \_\_\_\_\_

32. Does the Applicant perform project file audits on a routine basis?  Yes  No

If Yes, please describe: \_\_\_\_\_

33. Has the Applicant participated in a peer review program?  Yes  No

If Yes, please describe and provide the date(s) of the review: \_\_\_\_\_

34. What percentage (%) of the Applicants' professional services are performed under the following contract types:

- Professional Association Contract \_\_\_\_\_%
- Firm's Standard Agreement \_\_\_\_\_%
- Firm's Letter Agreement \_\_\_\_\_%
- Client Drafted Agreement \_\_\_\_\_%
- Purchase Orders \_\_\_\_\_%
- Verbal Agreements \_\_\_\_\_%

35. Are all non-standard agreements reviewed by Applicant's legal counsel or insurance broker before they are executed?  Yes  No

Please explain: \_\_\_\_\_

36. What percentage (%) of the Applicant's contracts include a waiver of consequential damages? \_\_\_\_\_%

37. What percentage (%) of Applicant's contracts use limitation of liability provisions, where the firm's liability is limited to:

- A specific dollar amount which is less than the Applicants' insurance limit? \_\_\_\_\_%
- A specific dollar amount equal to the Applicants' insurance limit? \_\_\_\_\_%
- Other, please explain: \_\_\_\_\_

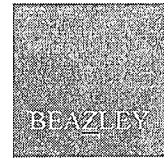
38. Does the Applicant require a signed contract before a project number is assigned or services begin?  Yes  No

Please explain: \_\_\_\_\_

39. Does the Applicant have:

- An in-house continuing education program for professional employees?  Yes  No
- Procedures to evaluate and screen potential new clients?  Yes  No
- Procedures for monitoring and collecting outstanding fees?  Yes  No

40. Does Applicant subcontract services?  Yes  No



- What percentage (%) of the Applicant's subconsultants are insured for professional liability: \_\_\_\_\_ %
- Type of work subcontracted? \_\_\_\_\_
- Is evidence of insurance required from consultants?  Yes  No
- Are certificates annually updated for each consultant?  Yes  No

41. Please describe additional risk management procedures and processes that are utilized to manage risk:  
\_\_\_\_\_

**CURRENT INSURANCE INFORMATION:**

42. Please provide a copy of the Applicants' current policy and provide the following details regarding the Applicant's Architects and Engineers Professional Liability Insurance Coverage for the last five (5) years beginning with the most current year:

Policy Period	Insurance Company	Coverage Limits	Deductible / Retention	Premium
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Retroactive Date: \_\_\_\_\_

43. Does the current policy afford first dollar defense?  Yes  No Shared claims expense  Yes  No
44. Is the Applicant currently insured under a Comprehensive General Liability policy?  Yes  No

If Yes, please provide the following details:

Insurance Company	Limits	Effective Date

**TECHNOLOGY INFORMATION**

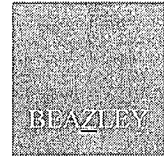
For any online service Applicant operates or for any website content Applicant posts:

45. Does Applicant have a qualified attorney review all content prior to posting?  Yes  No

If Yes, does the review include screening the content for the following?

- Copyright Infringement  Yes  No
- Trademark Infringement  Yes  No
- Invasion of Privacy  Yes  No

Please check if Applicant does not have online service or website.



46. Does Applicant have a policy for removing controversial material (libelous, slanderous, etc) from Applicant's websites or any online services?  Yes  No  N/A
47. Does Applicant have a policy for removing infringing material (copyright, trademark, etc) from websites or any online services?  Yes  No  N/A
48. Has Applicant ever received a complaint or cease or desist concerning the content of Applicant's website, online service or any publications created or distributed by the Applicant (libelous, slanderous, copyright, trademark, etc)?  Yes  No  N/A

If Yes, how did the Applicant respond to such complaints and in what time frame?

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#### Computer Systems Controls

49. Has the Applicant suffered any known intrusions (i.e., unauthorized access) of its Computer Systems in the most recent past twelve (12) months?  Yes  No  N/A

If Yes, please describe such intrusions and any damage that resulted:

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#### CLAIM AND CIRCUMSTANCE INFORMATION:

50. Please attach a current copy of carrier loss runs for the past ten (10) years.
51. Have any of the Applicant's principals, partners, directors or officers ever been subject to disciplinary action by authorities as a result of their professional activities?  Yes  No

If Yes, please provide details: \_\_\_\_\_

52. Has any application for Architects and Engineers Professional Liability Insurance made on behalf of the firm, any predecessors in business or present partners in a prior firm ever been declined or has the insurance ever been canceled or renewal refused?  Yes  No

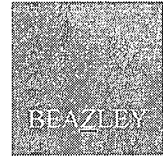
If Yes, please give details: \_\_\_\_\_

NOTE: Applicants in Missouri should not answer the above question.

53. Has any claim or legal action been brought against the Applicant, its predecessor(s) or any past principal, partner, director, or officer in the past ten (10) years?  Yes  No

If Yes, please attach details stating:

- a. Date when claim was made;
- b. Date the alleged act, error or omission giving rise to the claim was committed;
- c. Claimant and project name;
- d. Allegations / nature of the claim;
- e. Amount of damages sought;
- f. Legal expenses incurred and reserved;
- g. Damages paid and/or reserved; and
- h. Status (open / closed).



54. After inquiry, is the Applicant, its predecessor(s) or any other person or entity for which coverage is requested aware of any act, error, omission or circumstance (including, but not limited to any unresolved job dispute, fee disputes or accident) which may possibly result in a claim being made against them?  Yes  No

If Yes, please attach details stating:

- a. Project name;
- b. Potential claimants;
- c. Allegations / nature of the dispute; and
- d. Extent of damages or injury sustained.

55. Please describe all corrective action(s) the Applicant has undertaken to improve claim history:

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**NOTICES**

THE UNDERSIGNED DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE SIGNING OF THIS APPLICATION DOES NOT BIND THE UNDERSIGNED TO COMPLETE THE INSURANCE. IT IS REPRESENTED THAT THE STATEMENTS CONTAINED IN THIS APPLICATION AND THE MATERIALS SUBMITTED HERewith ARE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND HAVE BEEN RELIED UPON BY THE INSURER IN ISSUING ANY POLICY. THE INSURER IS AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT DEEMS NECESSARY.

THIS APPLICATION AND MATERIALS SUBMITTED WITH IT SHALL BE RETAINED ON FILE WITH THE INSURER AND SHALL BE DEEMED ATTACHED TO AND BECOME PART OF THE POLICY IF ISSUED. NOTHING CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE. PROVIDED, HOWEVER, THIS PARAGRAPH DOES NOT APPLY IN THE STATES OF UTAH AND WISCONSIN.

NOTE TO UTAH AND WISCONSIN RESIDENTS: ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY. NOTHING CONTAINED HEREIN SHALL CONSTITUTE NOTICE OF A CLAIM OR POTENTIAL CLAIM SO AS TO TRIGGER COVERAGE UNDER ANY CONTRACT OF INSURANCE.

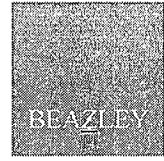
IT IS AGREED IN THE EVENT THERE IS ANY MATERIAL CHANGE IN THE ANSWERS TO THE QUESTIONS CONTAINED IN THIS APPLICATION PRIOR TO THE EFFECTIVE DATE OF THE POLICY, THE APPLICANT WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING AND ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN AT THE INSURER'S DISCRETION.

**WARNING**

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

**NOTICE TO ARKANSAS APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."





**NOTICE TO COLORADO APPLICANTS:** "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**NOTICE TO FLORIDA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION, INCLUDING ANY ATTACHED SUPPLEMENTAL QUESTIONNAIRE, CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE."

**NOTICE TO KENTUCKY APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME."

**NOTICE TO LOUISIANA APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

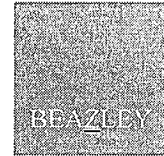
**NOTICE TO MAINE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO NEW JERSEY APPLICANTS:** "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. THE INSURER SHALL NOT OFFER AN **OPTIONAL EXTENSION PERIOD** FOR THIS POLICY IN NEW MEXICO. "

**NOTICE TO OHIO APPLICANTS:** "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

**NOTICE TO OKLAHOMA APPLICANTS:** "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."



**NOTICE TO OREGON APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO MAY BE GUILTY OF INSURANCE FRAUD WHICH MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES, INCLUDING BUT NOT LIMITED TO FINES, DENIAL OF INSURANCE BENEFITS, CIVIL DAMAGES, CRIMINAL PROSECUTION AND CONFINEMENT IN STATE PRISONS."

**NOTICE TO PENNSYLVANIA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS STATEMENT IS INCORPORATED IN AND BECOMES A PART OF SUCH POLICY. PROVIDED, HOWEVER, IN THE STATES OF UTAH AND WISCONSIN, ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE MADE A PART HEREOF PROVIDED THIS APPLICATION AND SUCH MATERIALS ARE ATTACHED TO THE POLICY AT THE TIME OF ITS DELIVERY.**

The undersigned authorized representative of the Applicant hereby acknowledges that he/she is aware that the limit of liability contained in this Policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment of settlement to the extent that such exceeds the limit of liability of this Policy.

The undersigned authorized representative of the Applicant hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the deductible amount.

**NOTICE TO NEW YORK APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. "

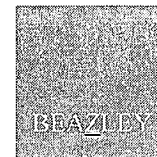
Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Owner, Partner, Authorized Officer)



If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

\_\_\_\_\_  
Name of Insurance Agent

\_\_\_\_\_  
License Identification No.

\_\_\_\_\_  
Authorized Representative

*If this **Application** is completed in Wisconsin, please note the following:*

- *If this Policy is cancelled by the Named Insured, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.*
- *As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within sixty (60) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.*
- *In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*
- *If during the **Policy Period** the Named Insured consolidates or merges with another entity such that the Named Insured is not the surviving entity, is acquired by another entity, or sells substantially all of its assets to any other entity, then coverage under this Policy shall not apply to acts, errors or omissions or **Pollution Conditions** committed or arising subsequent to such consolidation, merger or acquisition and the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition. The Named Insured shall provide written notice of such consolidation, merger or acquisition to the Insurer as soon as practicable, together with such information as the Insurer may require.*

**AFB SHORT RATE CANCELLATION TABLE ENDORSEMENT**

NOTWITHSTANDING anything to the contrary contained herein, and in consideration of the premium for which this insurance is written, it is agreed that in the event of cancellation thereof by the Insured the earned premium shall be computed as follows

**SHORT RATE CANCELLATION TABLE**

A. For insurance written for one year:

Days Insurance In Force		Per Cent of One Year Premium
1-73	.....	30
74-76	.....	31
77-80	.....	32
81-83	.....	33
84-87	.....	34
88-91	(3 months)	35
92-94	.....	36
95-98	.....	37
99-102	.....	38
103-105	.....	39
106-109	.....	40
110-113	.....	41
114-116	.....	42
117-120	.....	43
121-124	(4 months)	44
125-127	.....	45
128-131	.....	46
132-135	.....	47
136-138	.....	48
139-142	.....	49
143-146	.....	50
147-149	.....	51
150-153	.....	52
154-156	.....	53
157-160	.....	54
161-164	.....	55
165-167	.....	56
168-171	.....	57
172-175	.....	58
176-178	.....	59
179-182	(6 months)	60
183-187	.....	61
188-191	.....	62
192-196	.....	63
197-200	.....	64
201-205	.....	65

Days Insurance In Force		Per Cent of One Year Premium
206-209	.....	66
210-214	(7 months)	67
215-218	.....	68
219-223	.....	69
224-228	.....	70
229-232	.....	71
233-237	.....	72
238-241	.....	73
242-246	(8 months)	74
247-250	.....	75
251-255	.....	76
256-260	.....	77
261-264	.....	78
265-269	.....	79
270-273	(9 months)	80
274-278	.....	81
279-282	.....	82
283-287	.....	83
288-291	.....	84
292-296	.....	85
297-301	.....	86
302-305	(10 months)	87
306-310	.....	88
311-314	.....	89
315-319	.....	90
320-323	.....	91
324-328	.....	92
329-332	.....	93
333-337	(11 months)	94
338-342	.....	95
343-346	.....	96
347-351	.....	97
352-355	.....	98
356-360	.....	99
361-365	(12 months)	100

B. For insurance written for more or less than one year:

If the insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance policy written for a term of one year.

1. If the insurance has been in force for more than 12 months:
  - a) Determine the full annual premium as for an insurance policy written for a term of one year.
  - b) Deduct such premium from the full insurance premium and on the remainder, calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance policy was originally written.
  - c) Add the premium calculated in accordance with items a) and b) to obtain the earned premium during the full period the insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any claim or any circumstance that could reasonably be the basis for a claim is reported to Underwriters under this Policy on or before such date of cancellation.

623AFB00089

**AFB SHORT RATE CANCELLATION TABLE ENDORSEMENT**

NOTWITHSTANDING anything to the contrary contained herein, and in consideration of the premium for which this insurance is written, it is agreed that in the event of cancellation thereof by the Insured the earned premium shall be computed as follows

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A. For insurance written for one year:

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343-346	.....	96
347-351	.....	97
352-355	.....	98
356-360	.....	99
361-365	(12 months)	100

B. For insurance written for more or less than one year:

If the insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance policy written for a term of one year.

1. If the insurance has been in force for more than 12 months:
  - a) Determine the full annual premium as for an insurance policy written for a term of one year.
  - b) Deduct such premium from the full insurance premium and on the remainder, calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance policy was originally written.
  - c) Add the premium calculated in accordance with items a) and b) to obtain the earned premium during the full period the insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any claim or any circumstance that could reasonably be the basis for a claim is reported to Underwriters under this Policy on or before such date of cancellation.

623AFB00089

**BEAZLEY**

**WARRANTED NO HIGHER LIMITS ENDORSEMENT**

In consideration of the premium charged for this Policy, it is hereby warranted that during the Policy Period the Assured will not purchase any {Missing} insurance excess of the Limit of Liability stated in the Declarations unless Underwriters hereon have agreed that such excess {Missing} insurance may be purchased. Underwriters expressly have the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such {Missing} insurance may be purchased.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

623AFB00097



**Premium Payment Warranty**

IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within {Response} days from inception.

Non-receipt by Underwriters of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from Inception.

623AFB00082

## WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918

### **CHOICE OF LAW CLAUSE**

In consideration of the premium charged for this Policy, it is hereby understood and agreed by both the Assured and Underwriters that any dispute concerning the interpretation of this Policy shall be governed by the laws of {Missing}.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

623AFB00113

**RETROACTIVE LIMITATION CLAUSE**

There shall be no liability hereunder in respect of any claim:

- (a) arising out of any circumstance or occurrence which has been notified to the Insurer on any other policy of insurance effected prior to the inception of this Policy;
- (b) arising out of any circumstance or occurrence known to the Assured prior to the inception hereof and not disclosed to Underwriters at inception.

01/94  
LSW559

## **Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
NMA1256

**Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64  
NMA1477