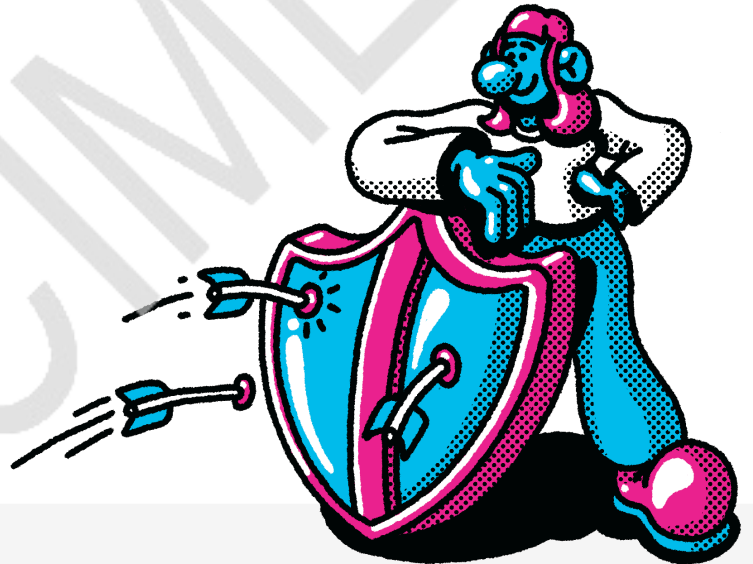


## POLICY DOCUMENTS

# HELLO!

Enclosed you will find the policy documents that make up your insurance contract. Please read through all of these documents. If you have any questions or need to update any of your information, please contact us.



### A few key insurance terms to help navigate these documents

- Declarations: States that your business is the named insured and specifies limits.
- Policy: The formal contract issued by the insurance company.
- Endorsements: Included "extras" in the policy.
- Exclusions: What is not covered in the policy.

### Need to file a claim?

We are here to assist and protect your interests. Please report a claim as soon as an incident occurs, even if you're not at fault.

Login to the customer portal or contact support and share your details about the claim.

✉ [support@nextinsurance.com](mailto:support@nextinsurance.com)

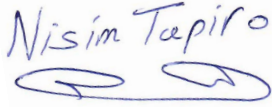
☎ (855) 222 - 5919

🌐 [nextinsurance.com](https://nextinsurance.com)

📍 PO Box 60787, Palo Alto, CA 94306

# SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Nisim Tapiro

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(signature)  
Secretary



---

(signature)  
President

SPECIMEN

**NEXT INSURANCE US COMPANY**

(a stock insurance company)

251 Little Falls Drive  
 Wilmington, DE 19808  
 (855) 222-5919

**Professional Liability Policy Declarations**

**NOTICE: CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS. PLEASE READ YOUR POLICY CAREFULLY.**

**Policy Number:** NXTTVK9FQW-00-PL

Renewal of Policy Number:

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**ITEM 1. NAMED INSURED (Name and Mailing Address):**

Sample Policy  
 Height Insurance  
 658 Government St  
 Mobile, AL 36602

**ITEM 2. POLICY PERIOD:**

**(a) Inception Date:** 04/24/2024

**(b) Expiration Date:** 04/24/2025

Both dates at 12:01 A.M. Standard Time at the Named Insured's Mailing Address shown in ITEM 1 above.

**ITEM 3. PROFESSIONAL SERVICE DESCRIPTION**

Insurance Agent

ITEM 4. LIMITS OF LIABILITY AND DEDUCTIBLES: INSURING AGREEMENTS				
Insuring Agreement	Limit of Liability: Each Claim	Limit of Liability: Aggregate for all Claims	Deductible: Each Claim	Deductible: Aggregate
Professional Liability	\$1,000,000.00	\$3,000,000.00	\$2,000.00	Each and Every Claim

ITEM 5. LIMITS OF LIABILITY AND DEDUCTIBLES: SUPPLEMENTAL PAYMENTS			
Expense Event	Limit of Liability: Each Expense Event	Limit of Liability: Aggregate	Deductible: Each Expense Event
Crisis Management Expenses	\$10,000.00	\$50,000.00	\$0.00
Appearance at Proceedings	\$10,000.00	\$50,000.00	\$0.00
Disciplinary Proceedings	\$10,000.00	\$50,000.00	\$0.00
Subpoena Assistance	\$10,000.00	\$50,000.00	\$0.00

ITEM 6. PREMIUM:	\$485.00	State Surcharge, Tax or Other: \$0.00
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ITEM 7. EXTENDED REPORTING PERIOD OPTION(S):	
12 months at ___ % of Full Annual Premium	24 months at ___ % of Full Annual Premium
36 months at <u>260</u> % of Full Annual Premium	48 months at ___ % of Full Annual Premium
60 months at ___ % of Full Annual Premium	72 months at ___ % of Full Annual Premium

ITEM 8. RETROACTIVE DATE:	04/24/2024
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ITEM 9. NOTICE TO THE INSURER:
CLAIMS OR POTENTIAL CLAIMS SEND TO: <b>Next First Insurance Agency, Inc.</b> PO Box 60787 Palo Alto, CA 94306 (855) 222-5919 claims@next-insurance.com

ITEM 10. POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:
Please see NXT-0010 BM PL 1018 for a complete list of forms.

**THESE DECLARATIONS, TOGETHER WITH THE PROFESSIONAL LIABILITY POLICY AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<u>Title</u>	<u>Form Number and Edition Date</u>
Professional Liability Insurance	NXT-0008 BM PL 1020
Insurance Agent or Broker Services Endorsement	NXT-0282 BM PL 1020
Asbestos Exclusion	NXT-0022 BM PL 1020
Assault Battery or Assault and Battery Exclusion	NXT-0023 BM PL 1020
Exclusion - Sexual Abuse	NXT-0043 BM PL 1020
Exclusion - Mold Fungus or Microbe	NXT-0056 BM PL 1020
Blanket Additional Insured(s) Endorsement	NXT-0059 BM PL 1020
War Exclusion	NXT-0074 BM PL 1020
US Treasury Departments OFAC Advisory Notice to Policyholders	NXT-0102 BM PL 1020
Amendment of Definitions - Named Insured and Insured	NXT-0312 BM PL 1020

## Professional Liability Policy

**THIS IS CLAIMS MADE AND REPORTED COVERAGE.  
PLEASE READ THIS POLICY CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in bold are defined and may be used in the singular or plural, as appropriate; please refer to Section III – Definitions.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the **Insurer**, and subject to all of the terms and conditions of this policy (including all endorsements hereto), the **Insurer** agrees with the **Insured** to provide insurance as stated in this policy.

### SECTION I - COVERAGES

#### A. Insuring Agreements:

##### 1. Professional Liability

The **Insurer** agrees to pay, on behalf of the **Insured**, **Loss** in excess of the Deductible amount and up to the Limits of Liability shown in Item 4 of the Declarations; provided that such **Loss** results from a **Claim** first made and reported in writing during the **Policy Period** or Extended Reporting Period, if applicable, arising out of a **Wrongful Act** committed before the end of the **Policy Period** and on or after the Retroactive Date, if any, shown in Item 8 of the Declarations.

#### B. Supplemental Payments

These Supplemental Payments will be paid up to the applicable amount shown in Item 5 of the Declarations and in addition to the applicable Limits of Liability shown in Item 4 of the Declarations.

##### 1. Crisis Management Expenses

The **Insurer** will reimburse the **Insureds**, in excess of the applicable Deductible shown in Item 5 of the Declarations, **Crisis Management Expenses** resulting directly from any **Wrongful Act** that takes place during the **Policy Period**.

##### 2. Disciplinary Proceedings

If, during the **Policy Period**, a **Disciplinary Proceeding** is first brought against any **Insured**, the **Insurer** will reimburse the **Insureds** for reasonable and necessary legal fees and expenses that the **Insured** incurs in the defense of such matter. Such legal fees and expenses do not include any fines, penalties or restitution paid by the **Insured** as part of or to resolve a **Disciplinary Proceeding**.

The **Insurer** will have no duty to defend the **Insured** in any such **Disciplinary Proceeding**.

Any notice given to the **Insurer** by any **Insured** under this subsection will be deemed notice of **Potential Claim**.

##### 3. Appearance at Proceedings

The **Insurer** will pay for loss of earnings for the **Insured's** attendance, at the **Insurer's** written request, at a trial, hearing, arbitration or mediation proceeding involving a **Claim** against any **Insured**. The maximum amount the **Insurer** will pay for any one or series of trials, hearings, mediation or arbitration proceedings arising out of the same **Claim** will not exceed \$500 per individual **Insured** for each day, or part thereof.

##### 4. Subpoena Assistance

If, during the **Policy Period**, an **Insured** first receives a subpoena for documents or testimony arising out of **Professional Services** performed by any **Insured**, and the **Insured** requests the **Insurer's** assistance in responding to such subpoena, the **Insurer** will reimburse the **Insured** for reasonable and necessary: legal fees and expenses incurred to provide the **Insured** advice regarding the production of documents; costs incurred by the **Insured** to produce any documents in response to the subpoena; and legal fees and expenses to prepare the **Insured** for sworn testimony and to represent the **Insured**

at the **Insured's** depositions;

provided that:

- (1) the subpoena arises out of a lawsuit to which the **Insured's** are not a party; and
- (2) the **Insureds** have not been engaged to provide advice or testimony in connection with the lawsuit and the **Insureds** have not provided such advice or testimony in the past.

The **Insurer** has no duty to defend the **Insured** in connection with any such subpoena assistance. Compliance with a subpoena will not be considered a **Claim** or **Disciplinary Proceeding** under the policy and the coverage for any Subpoena Assistance is limited to that provided under this section.

Any notice given to the **Insurer** by any **Insured** under this subsection will be deemed notice of Potential Claim.

#### 5. Pre-Claims Assistance

If the **Insured** reports a **Potential Claim** as defined in SECTION VI – GENERAL CONDITIONS, Paragraph B. Reporting and Notice, Item 2. Reporting of **Potential Claims**, the **Insurer** may pay costs or expenses at its sole discretion related to the investigation of such **Potential Claim**.

## SECTION II – LIMITS OF LIABILITY AND DEDUCTIBLE

### A. Limit of Liability: Professional Liability

1. Limit of Liability, each **Claim** under the Professional Liability Insuring Agreement: The most the **Insurer** will pay for any **Loss** for each **Claim** covered by this policy under the Professional Liability Insuring Agreement is the amount shown for Limit of Liability in Item 4 of the Declarations.
2. Limits of Liability, aggregate for all **Claims** under the Professional Liability Insuring Agreement: The most the **Insurer** will pay for all **Loss** for all **Claims** in the Aggregate covered by this policy under the Professional Liability Insuring Agreement is the amount shown in Item 4 of the Declarations.
3. **Defense Costs** are part of and not in addition to the Limits of Liability. Payment of **Defense Costs** by the **Insurer** will reduce, and may exhaust, the Limits of Liability.

### B. Limits of Liability: Supplemental Payments

Supplemental Payments will be paid in addition to the Aggregate Limit of Liability shown in Item 4 of the Declarations.

1. Limits of Liability: **Crisis Management Expenses**: The most the **Insurer** will pay for **Crisis Management Expenses** arising from each **Wrongful Act** and in the Aggregate during the **Policy Period** are the applicable amounts shown in Item 5 of the Declarations.
2. Limits of Liability: Appearance at Proceedings: The most the **Insurer** will pay for Appearances at Proceedings arising from each **Expense Event** and in the Aggregate during the **Policy Period** are the applicable amounts shown in Item 5 of the Declarations.
3. Limits of Liability: **Disciplinary Proceedings**: The most the **Insurer** will pay for **Disciplinary Proceedings** arising from each **Wrongful Act** and the Aggregate during the **Policy Period** are the applicable amounts shown in Item 5 of the Declarations.
4. Limits of Liability: Subpoena Assistance: The most the **Insurer** will pay for each such subpoena and in the Aggregate during the **Policy Period** are the applicable amounts shown in Item 5 of the Declarations. The Each Expense Event Limit of Liability will apply to all subpoenas issued in the same civil lawsuit.

### C. Deductible

1. Regarding the coverage provided by this policy under the Professional Liability Insuring Agreement, the Each Claim Deductible shown in Item 4 of the Declarations applies respectively to any **Loss** for each **Claim** and will be paid by the **Insured** as a condition precedent to payment of any **Loss** by the **Insurer**. The **Insured** must pay the applicable Deductible for each **Claim** within 30 days of the **Insurer's** written request regardless of the number of **Claims** covered by this policy. Any Aggregate

Deductible amount shown in Item 4 of the Declarations is the most the **Insured** will pay as a Deductible for all **Claims** covered by this policy.

2. Regarding the Supplemental Payments coverage provided by this policy, the Each **Expense Event** Deductible shown in Item 5 of the Declarations applies respectively to each **Wrongful Act** or **Expense Event** and will be paid by the **Insured** as a condition precedent to payment of any **Loss** by the **Insurer**. The **Insured** must pay the applicable Deductible for each **Claim** within 30 days of the **Insurer's** written request regardless of the number of **Claims** covered by this policy. Any applicable Aggregate Deductible amount shown in Item 4 of the Declarations is the most the **Insured** will pay for all **Claims** covered by this policy.
3. The **Insured's** Deductible obligation for each **Claim** will be reduced by 50%, subject to a maximum aggregate reduction of all Deductibles for all **Claims** of \$25,000 if the **Insurer** agrees and the **Insured** consents to the final settlement of a **Claim** during a voluntary mediation. This reduction does not apply to any **Claim** resolved through court-mandated mediation or voluntary or involuntary arbitration.

### SECTION III - DEFINITIONS

- A. **Bodily Injury** means physical injury, sickness, disease or death of any person.
- B. **Claim** means any of the following arising from a **Wrongful Act**:
  1. a demand received by any **Insured** for monetary, non-monetary or injunctive relief, including a written demand that the **Insured** toll or waive a statute of limitations;
  2. a civil proceeding against any **Insured** commenced by the service of a complaint or similar pleading; or
  3. the institution of an arbitration, mediation, or other alternate dispute resolution proceeding against any **Insured**.
- C. **Crisis Management Expenses** means reasonable and necessary expenses, including legal fees, approved by the **Insurer** in its sole discretion, to engage a public relations firm after an **Insured's Wrongful Act**.
- D. **Defense Costs** means:
  1. reasonable and necessary fees, costs and expenses charged by any lawyer or expert witness consented to or designated by the **Insurer** to defend any **Insured** against a **Claim**;
  2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, discovery, adjustment, defense, settlement or appeal of a **Claim** as authorized by the **Insurer**; and
  3. the cost of a bond or appeal bond, required as a result of a **Claim**, including bonds to release attachments, but only for bond amounts not exceeding the applicable Limit of Liability; However, the **Insurer** has no obligation to apply for, guarantee or furnish any such bond.

**Defense Costs** do not include the remuneration, salaries, overhead, fees or expenses of either the **Insured's** or the **Insurer's** regular employees or officials or any fees or expenses incurred prior to the time that a **Claim** is first made against any **Insured**. **Defense Costs** will be paid first and will reduce, and may exhaust, the Limits of Liability shown in Items 4 and 5 of the Declarations.
- E. **Disciplinary Proceeding** means a proceeding before a disciplinary board or similar entity or official to determine violations of disciplinary rules or rules of professional conduct, professional misconduct or other matters relating to licensing and discipline.
- F. **Expense Event** means the initiation of any **Disciplinary Proceeding**, the receipt of a subpoena or other event that causes corporate reputation damage or triggers Supplemental Payments coverage.
- G. **Information System** means any electronic device, electronic and paper storage media, as well as any communications networks, including cloud or other multi-tenant storage models.
- H. **Insured** means:
  1. the **Named Insured** and any **Subsidiary**;

2. any past, present or future owner, principal, officer, director, partner, stockholder, shareholder, member, manager or employee of the **Named Insured** or any **Subsidiary** for **Professional Services** rendered on behalf of the **Named Insured** or any **Subsidiary**;
  3. the estate, heirs, executors, administrators, assigns and legal representatives of each of the **Insureds** in the event of the **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy;
  4. any **Insured's** lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable state, federal or local law in the United States, but only with respect to **Loss** arising from the **Named Insured's** or **Subsidiary's Professional Services**; or
  5. any employee, intern, volunteer or independent contractor of the **Named Insured** or any **Subsidiary**, but only as respects **Professional Services** rendered on behalf of the **Named Insured** or **Subsidiary**.
- I. **Insurer** means the insurance company issuing this policy as shown in the Declarations.
- J. **Loss** means a monetary judgment or settlement that an **Insured** becomes legally obligated to pay as a result of a **Claim**, including punitive or exemplary damages where insurable under applicable law.
1. **Loss** includes:
    - a. **Defense Costs**; and
    - b. pre- and post-judgment interest on that part of the judgment that does not exceed the policy limit.
  2. **Loss** does not include:
    - a. any fines, penalties, taxes or sanctions, whether imposed by law or otherwise (except as provided above with respect to punitive or exemplary damages);
    - b. the return, reduction or restitution of fees or expenses;
    - c. amounts which are uninsurable under applicable law; or
    - d. the cost of complying with any injunctive, declaratory or administrative relief.
- K. **Named Insured** means the person or entity designated in Item 1 of the Declarations and any **Predecessor** of such entity.
- L. **Nonpublic Personal Information** means any of the following information, if not already publicly available:
1. social security number, driver's license or government issued identification number;
  2. credit, debit, bank, credit union or brokerage account numbers;
  3. telephone numbers or telephone records;
  4. account histories or balances;
  5. medical records, health insurance identification numbers or other protected health information; or
  6. any other nonpublic information that can be used to identify that individual as specified by a regulator.
- M. **Personal Injury Offense** means:
1. false arrest, humiliation, mental anguish, emotional distress, unlawful detention, false imprisonment, wrongful entry, eviction or other invasion of private occupancy, abusive litigation, abuse of process or malicious prosecution;
  2. the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of any individual's right to privacy; or
  3. misrepresentation in advertising.
- N. **Policy Period** means the period from the inception date of this policy to the expiration date of this policy, as shown in Item 2 of the Declarations, or its earlier termination date, if any.
- Any extension of the **Policy Period** will not result in an increase or reinstatement of the Limit of Liability, unless endorsed otherwise.
- O. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot,

fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**P. Potential Claim** means:

1. any **Wrongful Act** which might reasonably be expected to give rise to a **Claim** against any **Insured** under the policy;
2. any breach of duty to a client or third party, which has not resulted in a **Claim** against any of the **Insureds**; or
3. receipt of notice of a **Disciplinary Proceeding** or subpoena.

**Q. Predecessor** means an individual or entity engaged in **Professional Services** whose financial assets and liabilities the **Named Insured** is the majority successor in interest.

**R. Professional Services** means those services described in Item 3 of the Declarations of this policy, performed for others.

**S. Property Damage** means physical injury to tangible property, including all resulting loss of use of that property.

**T. Proprietary Business Information** means business records, customer lists, trade secrets or any other nonpublic information entrusted to an **Insured** under a written contract to protect its confidentiality.

**U. Security Event** means any of the following:

1. the **Named Insured's** inadvertent transmission of malicious computer code to a third party;
2. the failure to prevent the use of the **Named Insured's Information System** to harm a third party's **Information System** including the failure to prevent the use of the **Named Insured's Information System** to launch a denial of service attack;
3. the inability of the **Named Insured** or third party to access the **Named Insured's Information System** due to the failure to prevent a denial of service attack, damage from malicious computer code, unauthorized access to or unauthorized use of the **Named Insured's Information System**; or
4. the corruption, destruction or loss of electronic data held within the **Named Insured's Information System** as the direct result of malicious computer code, a denial of service attack or from unauthorized access to, or unauthorized use of, the **Named Insured's Information System**.

**V. Social Engineering Incident** means any **Insured** having transferred, paid or delivered funds or data as a direct result of a fraudulent written instruction, electronic instruction (including e-mail or web-based instruction) or telephone instruction which is intended to mislead an **Insured** through misrepresentation of a material fact that is relied upon in good faith by such **Insured**

**W. Subsidiary** means:

1. any entity in which more than 50% of the outstanding voting securities or voting rights representing the present right to vote for election of directors, officers, any **Insured**, or any equivalent executives, is owned or controlled by the **Named Insured**, either directly or indirectly on or before the inception date of this policy;
2. any entity after the inception date of this policy by reason of being created or acquired by the **Named Insured** after such date, if the gross revenues of the created or acquired entity for the prior year are equal to or greater than 50% of the annual gross revenues of the **Named Insured** as reflected in the **Named Insured's** most recent audited consolidated financial statement prior to such creation or acquisition; or
3. any entity after the inception date of this policy by reason of being created or acquired by the **Named Insured** after such date, other than as described in subsection 2. above, but such entity will be a **Subsidiary** only for either (i) a period of 30 days from the date such entity was created or acquired by the **Named Insured**; or (ii) until the end of the **Policy Period**, whichever occurs first.

Provided, however, that **Subsidiary** will not mean any entity which is a financial institution, including but not limited to any bank, insurance company, securities broker/dealer, mutual fund or hedge fund.

**Subsidiary** also means any foundation or charitable trust controlled or directly sponsored by the **Named Insured**.

Provided, however, this policy will only apply to **Wrongful Acts** committed or allegedly committed after the effective date an entity becomes a **Subsidiary** and prior to the effective date such entity ceases to be a **Subsidiary**.

- X. Termination of Claims Made and Reported Coverage** means cancellation of this insurance policy by Insurer or Insured, nonrenewal by Insurer or Insured, advancement of any Retroactive Date, or renewal on other than a claims made and reported basis.
- Y. Wrongful Act** means any actual or alleged act, error, omission or breach of duty by any **Insured** in the rendering of or failure to render **Professional Services**. **Wrongful Act** also means an actual or alleged **Personal Injury Offense** by any **Insured** in the rendering of or failure to render **Professional Services**.

#### SECTION IV - EXCLUSIONS

This policy does not apply to any **Claim** or **Expense Event**:

- A.** arising out of a **Wrongful Act** occurring prior to the **Policy Period** if, prior to the inception date of the first Professional Liability Insurance Policy issued by the **Insurer** to the **Named Insured** and continuously renewed and maintained in effect prior to the **Policy Period**:
1. any **Insured** gave notice to any prior insurer of any such **Claim** (including any **Potential Claim** that might lead to such **Claim**), **Expense Event** or **Wrongful Act**; or
  2. any **Insured** had a reasonable basis to believe that the **Insured** had committed a **Wrongful Act**, violated a disciplinary rule, or engaged in professional misconduct.
- B.** arising out of any actual or alleged intentional, criminal, dishonest, malicious or fraudulent act, error or omission by any **Insured**.

This Exclusion does not apply to:

1. any **Personal Injury Offense** that results from any **Insured's** rendering or failing to render **Professional Services**; or
2. any of the **Insureds**, unless such intentional criminal, dishonest, malicious or fraudulent act, error or omission is established by a final adjudication of the **Claim** or a final adjudication in any judicial, administrative or alternative dispute resolution proceeding.

For purposes of this Exclusion, no such act of one of the **Insureds** will be imputed to any of the **Insureds** who were not aware of and did not participate in such act.

- C.** arising out of any **Insured's** services or capacity as an officer, director, partner, owner, member, manager or employee of any corporation, partnership, association or any other business enterprise or charitable organization of any kind or nature other than:
1. the **Named Insured**;
  2. any entity other than the **Named Insured**:
    - a. that is managed, or controlled by any **Insured**;
    - b. in which any **Insured**, individually or collectively, has an ownership interest in excess of 49%; or
    - c. which wholly or partly owns, operates or manages the **Named Insured**.
- D.** arising out of **Professional Services** performed for any entity, including an entity held in a personal trust, if at the time of the act or omission giving rise to the **Claim**, any **Insured** was a director, officer or partner of, or had management responsibilities for, such entity, or the owner of more than a 15% equity interest in such entity.
- E.** arising out of any actual or alleged violation or breach by any **Insured** of the responsibilities, obligations or

duties imposed by the Employee Retirement Income Security Act of 1974, Telephone Consumer Protection Act (TCPA), Securities Act of 1933, Securities Exchange Act of 1934, the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., the Controlling the Assault of Non-Solicited Pornography and Marketing ACT (CAN-SPAM) of 2003, the Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), or amendments thereto of any of these, or any similar provision of any federal, state or local statute, regulation, ordinance or common law.

This Exclusion does not apply if any **Insured** is deemed to be a fiduciary solely by reason of **Professional Services** rendered with respect to any employee benefit plan.

**F.** arising out of **Bodily Injury** or **Property Damage**.

This Exclusion does not apply to **Bodily Injury** resulting from a **Personal Injury Offense**.

**G.** arising out of:

1. any **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees or indemnification agreements; or
2. any actual or alleged liability of others that any **Insured** assumes under any oral or written contract or agreement.

This Exclusion does not apply to any **Loss** the **Insured** would have in the absence of such contract or agreement and is otherwise covered under this policy.

This Exclusion does not apply to liability assumed by the **Insured** in a client contract.

**H.** made by any **Insured** against any other **Insured**.

**I.** arising out of the sale or promotion of any investment or security, including any personal financial planning or investment advice provided in connection with such sale, but only if any **Insured** received a commission, fee or other compensation from the issuer or provider of the security or investment as a direct result of the sale.

**J.** arising out of an actual or alleged false, deceptive or unfair trade practices, unfair competition, restraint of trade or other violation of any anti-trust or price-fixing rule

**K.** arising out of:

1. the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** at any time; or
2. any direction, demand or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **Pollutants**.

**L.** arising out of the commingling, misappropriation or misuse of funds.

**M.** arising out of any **Insured's** employment obligations, decisions, practices or policies as an employer, including but not limited to any **Claim** under worker's compensation, unemployment compensation, employee benefits, or disability benefits law or similar laws.

**N.** arising out of any actual or alleged discrimination, humiliation, harassment or misconduct, including but not limited to that which is based on an individual's race, religion, color, gender, sexual orientation, national origin, age, disability, or marital status.

**O.** arising out of or in any way related to, directly or indirectly, any actual or alleged unauthorized or improper access to, collection, corruption, deletion, disclosure, modification or use of, or failure to protect any **Nonpublic Personal Information** or **Proprietary Business Information**.

**P.** arising out of or in any way related to, directly or indirectly, any **Security Event** or **Social Engineering Event**.

**Q.** arising out of any **Professional Services** rendered or alleged to have been rendered by any professional or entity not **Insured** under this policy with whom the **Insured** shares office space or letterhead.

- R. arising out of any **Insured** gaining in fact any personal profit or advantage to which an **Insured** was not legally entitled.
- S. arising out of infringement of any patent, copyright, trademark, service mark, trade dress or trade name, or misappropriation of any trade secret.

This exclusion does not apply to software or material produced for a client as part of **Professional Services**.

- T. arising out of any Insured's advising, requiring obtaining or failing to advise, require or obtain any bond, suretyship or other insurance.

## SECTION V – EXTENDED REPORTING PERIODS

In the event of **Termination of Claims Made and Reported Coverage**, an **Insured** is entitled to the extensions of coverage shown in this Section.

### A. Automatic Extended Reporting Period

An Extended Reporting Period is automatically provided to the **Named Insured** without additional charge. This period starts at the end of the **Policy Period** and lasts for 60 days, or the date another policy for professional liability insurance applicable to the **Named Insured** takes effect, whichever occurs first.

1. This Automatic Extended Reporting Period will be subject to all the terms and conditions of this policy and will apply to **Claims** first made against any **Insured** and reported to the **Insurer** during the Automatic Extended Reporting Period and that arise out of any **Wrongful Act** that occurred or is alleged to have occurred subsequent to the Retroactive Date, if any, and before the end of the **Policy Period**.
2. The fact that the period during which **Claims** may be reported to the **Insurer** under this policy by way of this Automatic Extended Reporting Period does not in any way increase the Limits of Liability of this policy.
3. If any other policy of insurance in effect would apply to any **Claims** first made against the **Insured** during the Automatic Extended Reporting Period, then coverage provided under this Automatic Extended Reporting Period will apply in excess of such other insurance.

### B. An Optional Extended Reporting Period is available to the **Named Insured**, but only by an endorsement and for an extra premium charge as shown in Item 7 of the Declarations.

1. The **Named Insured** must give the **Insurer** a written request for the endorsement and pay any premium due within 60 days after the date of the **Termination of Claims Made and Reported Coverage**. The Extended Reporting Period will not go into effect unless the **Named Insured** pays the additional premium promptly when due.
2. The Optional Extended Reporting Period is non-cancellable and starts upon the date of **Termination of Claims Made and Reported Coverage** and replaces the Automatic Extended Reporting Period.
3. All premiums paid for the Optional Extended Reporting Period will be deemed fully earned and non-refundable as of the first day of the Optional Extended Reporting Period.
4. This Optional Extended Reporting Period will be subject to all the terms and conditions of this policy and will apply to **Claims** first made against any **Insured** and reported to the **Insurer** during the Automatic Extended Reporting Period and that arise out of any **Wrongful Act** that occurred or is alleged to have occurred subsequent to the Retroactive Date, if any, and before the end of the **Policy Period**.
5. The fact that the period during which **Claims** may be reported to the **Insurer** under this extension does not in any way increase the Limits of Liability of this policy, unless endorsed otherwise.

### C. Nonpracticing Extended Reporting Period

If, during this **Policy Period**, any **Insured** permanently and totally retires or otherwise voluntarily ceases the practice of providing the **Professional Services** insured by this policy, and has been insured by a Professional Liability Insurance policy issued by the **Insurer** for at least the 7 consecutive years immediately

preceding, and the **Insured** is at least 55 years of age, the **Insurer** will, if the **Insured** declines to purchase the Optional Extended Reporting Period, issue a Nonpracticing Extended Reporting Period endorsement.

1. This Nonpracticing Extended Reporting Period is provided until such **Insured** resumes the **Professional Services** insured by this policy, or until the death of such **Insured** in which case Paragraph D.1 below, will apply.
2. No additional premium will be charged for this coverage, nor will any premium be refunded.

#### D. Death or Disability Extended Reporting Period

If during the **Policy Period**, any **Insured** dies from a cause other than suicide or becomes totally and permanently disabled, an extended reporting period is provided until the executor or administrator is discharged or until the disability ends. However, the Death or Disability Extended Reporting Period will never be longer than seven years from the date of death or disability. No additional premium will be charged for this coverage, nor will any premium be refunded.

1. In the event of death, the **Insured's** estate must, no later than 60 days after the end of this **Policy Period**, provide the **Insurer** with written notice that the extended reporting period is desired. This notice must include written proof of the date of death.
2. In the event the **Insured** becomes totally and permanently disabled, the **Insured** or the **Insured's** legal guardian must, no later than 60 days after the end of this **Policy Period**, provide the **Insurer** with written notice that the extended reporting period is desired. This notice must include written proof that the **Insured** is totally and permanently disabled, including the date the disability began, certified by the attending physician. The **Insured** agrees to submit to medical examination(s) by any physician(s) designated by the **Insurer**, if requested.

This extended reporting period is subject to the conditions set forth in Paragraphs A. and B. above.

## SECTION VI – GENERAL CONDITIONS

### A. Defense, Settlement and Cooperation

1. The **Insurer** has the right and duty to defend any **Insured** against any **Claim**, even if the allegations of such **Claim** are groundless, false or fraudulent. The **Insurer** will designate, or, at the **Insurer's** sole discretion, approve counsel chosen by the **Insured** to defend the **Claim**. However, the **Insurer** has no duty to defend any **Insured** against any **Claim** to which this insurance does not apply.

This policy has provisions whereby the **Insurer** will pay on the **Insured's** behalf certain costs incurred as a result of defending a **Disciplinary Proceeding** or responding to a subpoena for documents or testimony; however the **Insurer** has no duty to defend the **Insured** in any such **Disciplinary Proceeding** or in connection with any such Subpoena Assistance as described in SECTION I – COVERAGES.

2. The **Insurer** has the right to make any investigation the **Insurer** deems necessary and, with the **Insured's** consent, make any settlement of any **Claim** covered by the terms of this policy. If the **Insured** refuses to consent to any settlement or compromise recommended by the **Insurer** and acceptable to the claimant and the **Insured** elects to contest the **Claim** or continue legal proceedings in connection with such **Claim**, then the **Insurer's** liability under this policy will be limited to the combined total of:
  - a. the amount of such proposed settlement or compromise;
  - b. the amount of **Defense Costs** incurred prior to the date the **Insured** refused to consent to such proposed settlement or compromise; and
  - c. 50% of the amount of **Loss** incurred in excess of the combined total of the amounts set forth in a. and b. of this section.
3. The **Insured** will not, except at the **Insured's** own cost, make any payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense, without the **Insurer's** prior written consent, such consent not to be unreasonably withheld.
4. If the applicable Limit of Liability shown in Items 4 and 5 of the Declarations are exhausted by the payment of **Loss**, then all of the **Insurer's** obligations under this policy will be completely fulfilled and

exhausted, and the **Insurer** will have no further obligations of any kind or nature whatsoever under this policy. If the applicable Limit of Liability shown in the Declarations is exhausted prior to settlement or judgment of any **Claim**, the **Insurer** will have the right to withdraw from further investigation or defense by tendering control of such investigation or defense to the **Insured**, and the **Insured** agrees, as a condition to the issuance of this policy, to accept such tender.

5. The **Insured** must cooperate with the **Insurer** and assist the **Insurer** in investigating and defending any **Claim** or **Potential Claim** or investigating any event resulting in Supplemental Payments coverage. Upon the **Insurer's** request, the **Insured** must submit to examination and interrogation by the **Insurer's** representatives, under oath if required, and the **Insured** must attend hearings, depositions and trials, and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and other proceedings, as well as in the giving of a written statement or statements to the **Insurer's** representatives including investigating and coverage counsel, and meeting with such representatives for the purpose of investigating and defense, including the investigation of coverage issues or defense. The **Insured** must further cooperate with the **Insurer** and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Insured** may have.

## B. Reporting and Notice

### 1. Reporting of **Claims**

If, during the **Policy Period** or any Extended Reporting Period, any **Claim** for a **Wrongful Act** is first made against any **Insured**, as a condition precedent to the **Insured's** right to coverage under this policy, the **Insured** must give the **Insurer** written notice of such **Claim** as soon as practicable, but in no event later than the later of 90 days after the expiration date or earlier termination date of this policy, or the expiration of any Extended Reporting Period, if applicable.

Timely and sufficient notice of a **Claim** by one of the **Insureds** will be deemed timely and sufficient notice for all of the **Insureds** involved in the **Claim**. Such notice must give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Wrongful Act**; the identity of the **Insured** and all potential claimants involved; a description of the injury or damages that resulted from such **Wrongful Act**; information on the time, place and nature of the **Wrongful Act**; and the manner in which the **Insured** first became aware of the **Claim**.

### 2. Reporting of **Potential Claims**

If, during the **Policy Period**, any **Insured** first becomes aware of any **Potential Claim**, the **Insured** will give the **Insurer** written notice of such **Potential Claim** with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**. If such **Potential Claim** later becomes a **Claim** not otherwise excluded by this policy, such **Claim** will be treated as if the **Claim** had been first made during the **Policy Period**. Full particulars include, but are not limited to: a description of the **Potential Claim**; the identity of the **Insured** and all potential claimants involved; information on the time, place and nature of the **Potential Claim**; the manner in which the **Insured** first became aware of such **Potential Claim**; and the reasons the **Insured** believe the **Potential Claim** is likely to result in a **Claim**.

### 3. Notice regarding **Crisis Management Expenses**

If, during the **Policy Period** a **Wrongful Act** occurs, then as a condition precedent to the **Insured's** right to coverage under this policy for **Crisis Management Expenses**, the **Insured** must give the **Insurer** written notice of such **Wrongful Act** as soon as practicable, but in no event later than the expiration date or earlier termination date of this policy.

Such notice must give full particulars of the **Wrongful Act**, including, but not limited to: a description of the **Wrongful Act**; the identity of the **Insured** and all potential claimants involved; and the manner in which the **Insured** first became aware of such **Wrongful Act**.

### 4. Notice of **Disciplinary Proceedings** and Subpoenas If, during the **Policy Period**:

- a. a **Disciplinary Proceeding** is first initiated against any **Insured** and covered by this policy; or
- b. any **Insured** first receives a subpoena covered by this policy;

then as a condition precedent to the **Insured's** right to coverage under this policy, the **Insured** must give the **Insurer** written notice of such **Disciplinary Proceeding** or subpoena as soon as practicable,

but in no event later than the end of the **Policy Period**.

Such notice must give full particulars of the **Disciplinary Proceeding** or subpoena, including, but not limited to: a description of the **Disciplinary Proceeding** or subpoena; the identity of the **Insured** and all potential claimants involved; and the manner in which the **Insured** first became aware of such **Disciplinary Proceeding** or subpoena.

#### 5. Notices

All written notices required herein must be sent to the **Insurer** at the **Insurer's** physical address or e-mail address shown in Item 9 of the Declarations.

#### C. Multiple **Wrongful Acts, Claims** or Claimants

Two or more **Claims** arising out of a single **Wrongful Act**, or any series of related **Wrongful Acts**, will be considered a single **Claim**. Each **Wrongful Act**, in a series of related **Wrongful Acts**, will be deemed to have occurred on the date of the first such **Wrongful Act**.

#### D. Organizational Changes

##### 1. If, during the **Policy Period**:

- a. the **Named Insured** or any **Subsidiary** are merged with, consolidated into or acquired by or with another entity such that the **Named Insured** is not the surviving entity; or
- b. a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official is appointed for or with respect to the **Named Insured** or any **Subsidiary**; then

coverage under this policy will continue in full force and effect with respect to **Professional Services** rendered before such event, but coverage will cease with respect to **Professional Services** committed after such event. After any such event, this policy may not be canceled by the **Named Insured** and the entire premium for this policy will be deemed fully earned.

##### 2. If, during the **Policy Period**, the **Named Insured** or any **Subsidiary** merges, consolidates or acquires an entity whose gross revenues for the prior year are equal to or greater than 50% of the annual gross revenues of the **Named Insured** as reflected in the **Named Insured's** most recent consolidated financial statement prior to such merger, consolidation or acquisition, then no coverage will be afforded under this policy for any **Claim** involving such assets or entity unless the following conditions are met:

- a. the **Named Insured** provides written notice of such merger, consolidation creation, or acquisition to the **Insurer** within 60 days after the effective date of such merger, consolidation, creation or acquisition, or by the end of the **Policy Period**, whichever is earliest;
- b. the **Named Insured** provides the **Insurer** with such information as the **Insurer** may deem necessary;
- c. the **Named Insured** accepts any special terms, conditions, Exclusions or additional premium charge as may be required; and
- d. the **Insurer**, at the **Insurer's** sole discretion, agrees to provide such coverage.

#### E. Other Insurance

This insurance will apply only as excess of the applicable Deductible amount shown in Items 4 and 5 of the Declarations and the amount of any other valid and collectible insurance available to any **Insured** whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is specifically written as excess insurance over the Limits of Liability provided in this policy.

#### F. Cancellation and Non-Renewal

##### 1. Cancellation

- a. The **Named Insured** may cancel this policy by mailing or delivering advance written notice to the **Insurer** at the **Insurer's** address shown in Item 9 of the Declarations, stating when cancellation will be effective. The requirement to provide written notice of cancellation can also be satisfied by the first Named Insured giving verbal notice to the Company. In such case, the date of cancellation shall be the date requested by the first Named Insured.

- b. The **Insurer** may cancel this policy by mailing written notice to the first **Named Insured** shown in Item 1 of the Declarations stating when, not less than 30 days thereafter (or such longer period of time as required by applicable law), such cancellation will be effective.
- c. However, if the **Insurer** cancels this policy because the **Named Insured** has failed to pay a premium or Deductible when due, the **Insurer** may cancel this policy by mailing written notice of cancellation to the first **Named Insured** shown in Item 1 of the Declarations stating when, not less than 10 days thereafter (or such longer period of time as required by applicable law), such cancellation will be effective. Such notice will apply to all of the **Insureds**. If cancelled by the **Insurer**, earned premium will be computed pro rata.

## 2. Non-renewal

If the **Insurer** elects not to renew this policy, the **Insurer** will mail to the first **Named Insured** shown in Item 1 of the Declarations written notice of non-renewal at least 60 days prior to the expiration date of this policy. If the notice is not given at least 60 days prior to the expiration date, the policy will continue in force until 60 days after the notice of intent not to renew is received by the **Insured**.

Notice of non-renewal will not be required if the **Named Insured** has obtained replacement coverage or have requested or agreed to non-renewal.

## G. Subrogation

In the event of any payment under this policy, the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organization; provided that the **Insurer** will not exercise any rights of subrogation against any of the **Insureds** who did not commit the wrongdoing.

The **Insured** will execute and deliver instruments, papers, and do whatever else is necessary to secure such rights, and do nothing to prejudice such rights.

Any amount recovered upon the exercise of such rights of subrogation will be applied as follows: first, to the repayment of expenses incurred in recovery by exercise of such subrogation rights; second, to **Loss** paid by the **Insured** in excess of the Limits of Liability; third, to **Loss** paid by the **Insurer**; fourth, to **Loss** paid by the **Insured** in excess of the Deductible amount; and last, to the repayment of any Deductible amount paid by the **Insured**.

Notwithstanding the above, the **Insurer** hereby waives such subrogation rights against any **Insured** under this policy, and also against any client of the **Insured**, to the extent that the **Insured** had, prior to any **Claim** or circumstance that might reasonably be expected to be the basis of a **Claim**, a written agreement to waive such rights, provided that prior to such writing no **Insured** had a basis to believe that any matter asserted in such **Claim** or circumstance might reasonably be expected to be the basis of a **Claim**. In no event will the **Named Insured** waive any of its rights of subrogation after it has become aware of any **Claim**, or any circumstances that may give rise to a **Claim**, against any **Insured**.

## H. Bankruptcy or Insolvency

Bankruptcy or insolvency of any **Insured** or of any **Insured's** estate will not relieve the **Insurer** of any of the **Insurer's** obligations or deprive the **Insurer** of any of the **Insurer's** rights under this policy.

## I. Policy Territory

This policy applies to **Loss** occurring:

1. in the United States of America (including its territories and possessions), Puerto Rico and Canada; or
2. in all other parts of the world if the **Insured's** responsibility to pay damages is determined in a **Claim** filed in the territory described in Paragraph A. above or in a settlement agreed to by the **Insurer**.

All premiums, Limits of Liability, Deductibles and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Loss** under this policy is stated in a currency other than United States Dollars, payment under this policy will be made in United States Dollars at the rate of exchange on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Loss** is due, respectively.

## J. Assignment

Neither this policy nor any **Insured's** interest in this policy may be assigned without the **Insurer's** written consent.

**K. Liberalization**

If the **Insurer** adopts any revision to this form that would broaden coverage under this policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this policy, except that it will not apply to **Claims** that were first made against any **Insured** prior to the effective date of such revision.

**L. Policy Changes**

Notice to or knowledge possessed by any broker or other person acting on the **Insured's** behalf will not effect a waiver or change in any part of this policy or prevent or estop the **Insurer** from asserting any right(s) under this policy. This policy can only be altered, waived or changed by written endorsement or agreed to in writing by an authorized representative of the **Insurer**.

**M. Action Against the Insurer**

No action can be brought against the **Insurer** unless, as a condition precedent, the **Insured** has fully complied with all the terms and conditions of this policy. Nothing contained in this policy gives any person or organization the right to join the **Insurer** as a party to any **Claim** to determine the **Insured's** liability.

**N. Waiver**

The **Insurer's** failure to insist on strict compliance with any of the terms or conditions of this policy or the failure to exercise any right or privilege will not operate or be construed as a waiver of any subsequent breach or a waiver of any other terms, conditions, privileges or rights.

**O. Representations**

By accepting this policy, all **Insureds** agree that all statements made and information furnished to the **Insurer** are true, accurate and complete, and that this policy has been issued in reliance upon the truth and accuracy of those representations, subject to all of the terms and conditions of this policy.

**Policy Number:** NXTTVK9FQW-00-PL

**Endorsement Number:**

**Effective Date:** 04/24/2024

**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## INSURANCE AGENT OR BROKER SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

### SCHEDULE

<b>Item A. Professional Services</b> means (mark all that apply):	
<input checked="" type="checkbox"/>	Services rendered as an insurance agent or insurance broker, defined as the solicitation, consultation, recommendation, sale, servicing, or modification of <b>Covered Products</b> indicated in Item B.
<input type="checkbox"/>	Training, managing and supervising others, but only in connection with <b>Covered Products</b> indicated in Item B.
<input checked="" type="checkbox"/>	An <b>Insured's</b> testimony as an expert witness in connection with insurance related litigation.
<input checked="" type="checkbox"/>	Services rendered in teaching a formal insurance course, but the <b>Insurer</b> will only cover <b>Claims</b> first made against the <b>Insured</b> by a student or former student for a <b>Wrongful Act</b> of the <b>Insured</b> causing such student to incur legal liability.
<input checked="" type="checkbox"/>	Services rendered as an insurance consultant, excluding the design of an employee benefits plan.
<input checked="" type="checkbox"/>	Services rendered as a notary public.
<input type="checkbox"/>	Administration of employee benefits plans, including participant enrollment, explanation of benefits, record keeping, and reporting; however, administration does not include the recommendation, design, placement, or modification of such plans.
<input type="checkbox"/>	Loss control, risk management, or anti-fraud services rendered in connection with insurance placed through the <b>Insured</b> .
<input type="checkbox"/>	Premium financing services provided by the <b>Insured</b> to the <b>Insured's</b> clients for insurance products placed through the <b>Insured's</b> agency.
<input type="checkbox"/>	Acting as a countersigning agent for out-of-state insurance agencies on policies issued within the state of domicile of the <b>Insured</b> .
<input type="checkbox"/>	Services involving the recommendation, design, placement, or modification of an employee benefits plan.
<input type="checkbox"/>	Services rendered as a managing general agent, managing general underwriter or general insurance agent.
<input type="checkbox"/>	Services rendered as a surplus lines broker.
<input type="checkbox"/>	Services rendered as a claims adjuster pursuant to a written agency/insurer agreement covering the sales and servicing of insurance products placed through the <b>Insured</b> .
<input type="checkbox"/>	Other:
If no items are shown as applicable above, the applicable item(s) will be shown in the Declarations.	

<b>Item B. Covered Product(s)</b> include (mark all that apply):	
<input checked="" type="checkbox"/>	Property and Casualty Insurance – Personal Lines
<input checked="" type="checkbox"/>	Property and Casualty Insurance – Commercial Lines
<input type="checkbox"/>	Property and Casualty Insurance – Excess & Surplus Lines
<input checked="" type="checkbox"/>	Medicare Insurance Plans: Medicare Advantage, Medicare Supplements / Medigap, and Medicare Part D
<input checked="" type="checkbox"/>	Life & Health Insurance (Individual and Group): Fixed life (term and whole), accident, health, long term care, and disability
<input checked="" type="checkbox"/>	Fixed and indexed annuities

<input type="checkbox"/>	Variable life and variable annuity products sold or serviced by the <b>Insured</b> as a properly licensed Registered Representative or Registered Investment Advisor or Investment Advisor Representative
<input type="checkbox"/>	Mutual funds, which are registered with the Securities Exchange Commission and sold or serviced by the <b>Insured</b> as a properly licensed Registered Representative or Registered Investment Advisor or Investment Advisor Representative
<input type="checkbox"/>	Group Employee Benefit Plans, (other than a Multiple Employer Welfare Arrangement as that term is defined in the Employee Retirement Income Security Act of 1974 [ERISA], as amended) such as Section 125 Plans, Group Life Plans, Group Accident and Health Plans, Long Term Care Plans, and Group Disability Plans, provided such plans are fully insured or are self-insured and subject to Stop Loss coverage or reinsurance at all times
<input type="checkbox"/>	Retirement, Pension or Profit Sharing Plans, Individual Retirement Accounts, Keogh Plans, 401(a), 401(k), 403(b), 408(k), 408(p), 501(b) or 503(b) and similar plans
<input type="checkbox"/>	Other:

A. The definition of **Professional Services** in SECTION III – DEFINITIONS is replaced by the following:

**Professional Services** means the applicable services marked with an “X” or checkmark in Item A. in the Schedule above performed for others by an **Insured** and exclusively involving any of the applicable **Covered Products** marked with an “X” or checkmark in Item B. in the Schedule above.

B. Solely with respect to coverage provided by this endorsement, the Exclusion for **Bodily Injury** or **Property Damage** in SECTION IV – EXCLUSIONS is replaced by the following:

arising out of **Bodily Injury** or **Property Damage**.

However, this exclusion shall not apply to **Claims** arising directly out of any actual or alleged failure of the **Insured** to place, effect, maintain, or renew any insurance products for any customer.

C. The Exclusion for advising, requiring obtaining or failing to advise, require or obtain any bond, suretyship or other insurance in SECTION IV – EXCLUSIONS is deleted.

D. The Exclusion for the sale or promotion of any investment or security in SECTION IV – EXCLUSIONS is deleted and replaced with the following:

**Professional Services** provided or committed as a securities broker, securities dealer or as a registered representative of a securities broker or securities dealer; however, this does not include those applicable **Professional Services** marked with an “X” or checkmark in Item A. in the Schedule above and involving applicable **Covered Products** marked with an “X” or checkmark in Item B. in the Schedule above;

E. Solely with respect to coverage provided by this endorsement, the following Exclusions are added to SECTION IV – EXCLUSIONS:

- based upon or in any way arising out of any actual or alleged:
  - a. Dispute involving fees, premium, taxes, claims, commissions or brokerage monies;
  - b. Failure or insolvency of any financial institution, including, but not limited to, savings and loans companies, banking institutions or insurance companies; provided however, this exclusion does not apply to insurance companies rated B+ or higher by A.M. Best or A or higher by Demotech at the time of placement;
  - c. Ownership, formation, creation, administration or operation of any health maintenance organization, preferred provider organization, insurance company, risk retention group, insurance pool, reciprocal, captive, self-insurance program, or risk retention and risk purchasing group formed under the Federal Liability Retention Act of 1981 and 1986 as amended or any amendment thereto;
  - d. **Professional Services** provided in the capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities;
  - e. Investment results, returns, interest rates, yield or any other fluctuation or change in the market value of any security;
  - f. Participation in, design of and/or solicitation of any structured settlement;
  - g. notarization, certification or acknowledgment of a signature without the physical appearance of the person making such signature at the time of said notarization, certification or acknowledgment;

- h. Professional Services** rendered to any real estate investment trust;
- i. Professional Services** other than those marked with an "X" or checkmark in Item A. in the Schedule above or **Covered Products** other than those marked with an "X" or checkmark in Item B. in the Schedule above; or
- j. Professional Services** if a license is required for such **Professional Services** and the **Insured** fails to have an active license in the **Insured's** resident state or jurisdiction and the state or jurisdiction in which the business is conducted at the time the **Professional Services** are rendered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

**Policy Number:** NXTTVK9FQW-00-PL

**Endorsement Number:**

**Effective Date:** 04/24/2024

**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

**A. SECTION III – DEFINITIONS is amended by the addition of the following:**

**Asbestos** means the mineral in any form, whether or not it was at any time airborne as a fiber, particle or dust:

1. contained in or having formed a part of a product, structure or other tangible property;
2. carried on clothing;
3. inhaled or ingested; or
4. transmitted by any other means.

**B. SECTION IV – EXCLUSIONS is amended by the addition of the following:**

This policy does not apply to any **Claim** or **Expense Event**:

arising out of any actual or alleged:

1. specification, installation, or removal of any product, material or process containing **Asbestos**, whether by or at the direction of the **Insured**,
2. manufacturing, handling, distribution, transportation, storage, removal, abatement, disturbance, disposal, use, or failure to detect, identify or quantify the existence of **Asbestos** or any material or product containing **Asbestos** prior to January 1, 1990; or
3. **Bodily Injury** caused in whole or part by exposure to **Asbestos** or any product, material, or process containing **Asbestos**;

Whether by the **Insured** or any entity under contract or subcontracted to the **Insured**, or in joint venture with the **Insured**, or any entity for whom the **Insured** is legally liable.

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

**Policy Number:** NXTTVK9FQW-00-PL  
**Endorsement Number:**  
**Effective Date:** 04/24/2024  
**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASSAULT, BATTERY OR ASSAULT AND BATTERY EXCLUSION**

This endorsement modifies insurance provided under the following:  
PROFESSIONAL LIABILITY

**A. SECTION III – DEFINITIONS is amended to add the following:**

**1. Assault** means:

- a.** an intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact; or
- b.** an attempt to commit a **Battery**.

**2. Battery** means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation and any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.

**3. Assault and Battery** means the combination of an **Assault** and a **Battery**.

**B. SECTION IV – EXCLUSIONS is amended to add the following:**

This policy does not apply to any **Claim** or **Expense Event**:

- 1.** arising out of any actual or alleged **Assault, Battery** or **Assault and Battery** caused, directly or indirectly, by any **insured**;
- 2.** arising out of any actual or alleged failure to suppress or prevent **Assault, Battery** or **Assault and Battery** by any **Insured**;
- 3.** arising out of any actual or alleged failure to provide an environment safe from **Assault, Battery** or **Assault and Battery**;
- 4.** arising out of any actual or alleged failure to warn of the dangers of the environment which could contribute to **Assault, Battery** or **Assault and Battery**;
- 5.** of **Assault, Battery** or **Assault and Battery** arising out of the negligent employment, investigation, hiring, supervision, training or retention of any person;
- 6.** arising out of any actual or alleged use of any force to protect persons or property whether or not the **Loss** was intended from the standpoint of any **Insured**, or committed by or at the direction of any **Insured**; or
- 7.** arising out of any actual or alleged failure to render or secure medical treatment or care necessitated by any **Assault, Battery** or **Assault and Battery**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Policy Number:** NXTTVK9FQW-00-PL

**Endorsement Number:**

**Effective Date:** 04/24/2024

**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – SEXUAL ABUSE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

SECTION IV – EXCLUSIONS is amended by the addition of the following:

This policy does not apply to any **Claim** or **Expense Event**:

arising out of:

1. actual or threatened sexual abuse or molestation by anyone of any person while in the **Insured's** care, custody or control; or
2. the negligent:
  - a. employment;
  - b. investigation;
  - c. supervision;
  - d. reporting to the proper authorities, or failure to so report; or
  - e. retention;

of a person for whom the **Insured** is or ever were legally responsible and whose conduct would be excluded by paragraph 1. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Policy Number:** NXTTVK9FQW-00-PL  
**Endorsement Number:**  
**Effective Date:** 04/24/2024  
**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – MOLD, FUNGUS OR MICROBE**

This endorsement modifies insurance provided under the following:  
PROFESSIONAL LIABILITY

SECTION IV – EXCLUSIONS is amended by the addition of the following:

This policy does not apply to any **Claim** or **Expense Event**:

arising out of:

1. the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of any fungi or microbe at any time; or
2. the actual or alleged failure to abate, test for, monitor, report, clean-up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to, or assess the effects of any fungi or microbe by any **Insured** or by any other person or entity.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Policy Number:** NXTTVK9FQW-00-PL

**Endorsement Number:**

**Effective Date:** 04/24/2024

**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

SCHEDULE

<p>Name of Individual or Entity:</p> <p>Any individual or entity required to be added as an Additional Insured pursuant to a written contract with a <b>Named Insured</b> covered hereunder.</p>
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- A. The definition of **Insured** in SECTION III – DEFINITIONS is amended by the addition of the following:
  - the individual or entity shown in the SCHEDULE above, but solely with respect to liability resulting in **Loss** caused, or alleged to be caused, in whole or in part, by the **Insured** or by those acting on the **Insured's** behalf in the performance of the **Insured's Professional Services**.
- B. Coverage provided to the individual or entity shown in the SCHEDULE is afforded on i) a primary basis, ii) a noncontributory basis, or iii) a primary and noncontributory basis in accordance with the applicable written contract between the **Insured** and the individual or entity shown in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**Policy Number:** NXXTVK9FQW-00-PL

**Endorsement Number:**

**Effective Date:** 04/24/2024

**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

SECTION IV - EXCLUSIONS is amended by the addition of the following:

This policy does not apply to any **Claim** or **Expense Event**:

arising out of

1. war, including undeclared or civil war;
2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

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

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

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

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

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

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

**Policy Number:** NXTTVK9FQW-00-PL  
**Endorsement Number:**  
**Effective Date:** 04/24/2024  
**Named Insured:** Height Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF DEFINITIONS: NAMED INSURED AND INSURED**

This endorsement modifies insurance provided under the following:  
PROFESSIONAL LIABILITY

- A. The definition of **Insured** in SECTION III – DEFINITIONS is replaced by the following:
- **Insured** means:
    1. the **Named Insured**; or
    2. the estate, heirs, executors, administrators, assigns and legal representatives of the **Named Insured** in the event of the **Named Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Named Insured** would otherwise be provided coverage under this policy.
- B. The definition of **Named Insured** in SECTION III – DEFINITIONS is replaced by the following:
- **Named Insured** means the person designated in Item 1 of the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED