NAVIGATORS INSURANCE COMPANY

A "Stock" Company
Home Office: One Penn Plaza, New York, NY 10119

THIS IS A CLAIMS MADE AND REPORTED POLICY. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

Words and phrases that appear in **bold** print have special meanings that are defined in Section **III. DEFINITIONS**.

I. INSURING AGREEMENTS

A. Coverage

The **Company** will pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** or the **extended reporting period**, by reason of an act or omission, including **personal injury**, in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. Prior to:

a. The inception date of the first policy issued and continuously renewed by the **Company**, or;

b. The date the **Insured** first became a member or employee of the **Named Insured** or **predecessor firm,** whichever is later,

No **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of a **claim**; and

2. Neither the act or omission nor any **related act or omission** occurred prior to the **retroactive date**, if applicable.

B. Defense

The **Company** shall have the right and duty to defend, in the **Insured's** name and on the **Insured**'**s** behalf, a **claim** covered by this policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured**'**s** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Company** will have the right to make, with the consent of the **Named Insured,** any settlement of a **claim** under this policy. If the **Named Insured** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Company** and acceptable to the claimant, then the **Company's** limit of liability under this policy will be reduced to the sum of the amount of **damages** for which the **claim** could have been settled, plus all **claim expenses** incurred up to the time the **Company** made its recommendation (the "Reduced Limit of Liability"). In addition, if the Reduced Limit of Liability is exhausted, the **Company** will pay fifty percent (50%) of all **claim expenses** and **damages** incurred thereafter, subject at all times to the applicable limit of liability as specified in Section II., paragraph A. Limit of Liability – Each Claim and Sub-limit and Section II., paragraph B. Limit of Liability – Policy Aggregate and Aggregate Sub-Limit.

D. Exhaustion of Limits

The **Company** is not obligated to pay any **damages** or **claim expenses** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages** or **claim expenses** or any combination thereof; or after the **Company** has deposited the applicable limit of liability into a court of competent jurisdiction or tendered the applicable limit of liability to the **Named Insured** or, if applicable, to the excess insurer(s) of the **Named Insured**. In such case, the **Company** shall have the right to withdraw from the further investigation, defense or settlement of such **claim** by tendering control of said investigation, defense and settlement of the **claim** to the **Insured**.

II. LIMITS OF LIABILITY, SUB-LIMITS AND DEDUCTIBLE

A. Limit of Liability - Each Claim and Sub-Limit

Subject to Section II.B. below, the **Company's** limit of liability for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the amount shown in item 4.A. in the Declarations for "Each **Claim**" subject to the following sub-limit:

The maximum amount payable by the **Company** for **damages** and **claim expenses** for each **claim** which is based on or arising out of any **Insured's** unlawful taking or use, theft or embezzlement of funds or property shall be $50,000.

B. Limit of Liability - Policy Aggregate and Aggregate Sub-Limit

The **Company's** limit of liability for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported in writing to the **Company** during the **policy period** shall not exceed the aggregate amount shown in item 4.B. in the Declarations as the "Policy Aggregate" subject to the following aggregate sub-limit:

The maximum amount payable by the **Company** for **damages** and **claim expenses** for all **claims** which are based on or arising out of any **Insured's** unlawful taking or use, theft or embezzlement of funds or property shall be $50,000.

C. Deductible

The deductible amount stated in Item 5. of the Declarations for "each **claim**" applies to each and every **claim** first made against the **Insured** and reported in writing to the **Company** during the **policy period** or any applicable **extended reporting period**. Such deductible amount shall apply to the payment of **damages** and **claim expenses**, and shall be paid by the **Named Insured.**

D. Deductible Reduction Incentive

If the **Company** and the **Named Insured** agree to resolve a **claim** through arbitration or non-binding mediation and the **claim** is resolved, the **Insured's** deductible obligation for such **claim** will be reduced by 50%, subject to a maximum reduction of $25,000.

E. Multiple Policies

If this policy and any other policy issued by the **Company** provides coverage for the same **claim** against the **Insured,** the maximum limit of liability under all the policies combined shall not exceed the highest remaining applicable limit of liability for the **claim** under any one policy.

F. Multiple Insureds, Claims and Claimants

The limits of liability shown in item 4. in the Declarations is the maximum amount the **Company** will pay under this policy for **damages** and **claim expenses** regardless of the number of **Insureds**, **claims** made or claimants. All **related claims** made against any **Insured** shall be considered a single **claim**, first made when the earliest of the **related claims** was first made and first reported to the **Company** when the earliest of the **related claims** was reported to the **Company**; provided, however, that nothing in this Section II.F. shall alter the **Insured's** obligation to give written notice of any **claim** made against the **Insured** as soon as reasonable.

G. Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

1. Defense of Disciplinary Actions

The **Company** will provide for the defense of any **disciplinary action** brought against the **Insured** and reported to the **Company** during the **policy period**. The **Company's** maximum liability in this regard for all legal defense fees and expenses incurred by the **Insured** in the defense of any **disciplinary action** shall be $10,000 per **disciplinary action** and $20,000 per **policy period**, regardless of the number of **Insureds** or number of **disciplinary actions**.

2. Reimbursement for Security Incident

The **Company** will reimburse the **Named Insured** for any **security incident** response expenses up to a maximum of $10,000 per **security incident** and $20,000 per **policy period**. **Security incident** response expenses are any expenses incurred by the **Insured** to: 1) hire cyber forensic analysts to determine the extent of an actual security breach that has occurred; or 2) comply with state or local privacy laws requiring that notification and credit monitoring services are to be provided to individuals when the security, confidentiality, or integrity of their personal information has been compromised.

3. Other Payments

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred at the **Company's** request for attendance at trial or a court-ordered hearing, arbitration or mediation in connection with a **claim** reported under this policy. The **Company's** obligation to reimburse the **Insured** under this provision shall be subject to a maximum amount of $500 per day, $7,500 per **claim** and $25,000 per **policy period** regardless of the number of trials, hearings, mediations or arbitration proceedings or the number of **Insureds.**

4. Subpoena Expenses

Subject to an aggregate $25,000 limit of liability per **policy period**, the **Company** will pay for all legal defense fees and expenses incurred in responding to a subpoena for documents or testimony first received by an **Insured** during the **policy period** or an **extended reporting period** (if applicable) by reason of an act or omission in the performance of **professional services** by the **Insured** or by any person for whom the **Insured** is legally liable, The **Company** will at the **Insured's** request, and upon receipt of a copy of the subpoena, retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony and represent an **Insured** at their deposition, provided that:

a. The subpoena arises out of a lawsuit to which the **Insured** is not a party; and

b. The **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice given to the **Company** of such subpoena shall be deemed notification under Section V A.2 of this policy.

5. Non-Profit Directors and Officers Coverage

The **Company** will reimburse the **Insured** up to a maximum of $10,000 per **policy period** for **damages** and **claim expenses** arising out of any **Insured's** activities, while acting as a Director or Officer of a non-profit organization, as defined by the Internal Revenue Service, provided that such activities have been disclosed to the **Company** in the application or other written notification which has been accepted by the **Company**.

III. DEFINITIONS

A. **Bodily injury** means physical injury, sickness or disease sustained by any person including death resulting from any of these at any time; or mental illness, mental anguish or emotional distress, pain and suffering, or shock sustained by that person whether or not resulting from injury to the body, sickness, disease or death of any person.

B. **Claim** means a demand for money or services, including a service of suit or the institution of an arbitration proceeding against the **Insured**, naming the **Insured**, arising out of an act or omission in the performance of **professional services**.

C. **Claim expenses** means:

1. Fees charged by attorneys designated by the **Company** or designated by the **Insured** with the **Company's** prior written consent;

2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, mediation, defense or appeal of a **claim** if incurred by the **Company** or by the **Insured** with the **Company's** prior written consent; and

3. Premiums on appeal bonds, attachment bonds or similar bonds; provided, however, that the **Company** is not obligated to apply for or furnish any such bond.

Claim expenses do not include fees, costs or expenses of employees or officers of the **Company**, or salaries, loss of earnings or other remuneration by or to any **Insured.**

D. **Company** means the insurance company named in the Declarations.

E. **Damages** means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with the **Company's** written consent. **Damages** also includes punitive or exemplary amounts, to the extent such amounts are insurable under applicable law.

Damages do not include:

1. Fines, penalties, forfeitures or sanctions;

2. Injunctive or declaratory relief;

3. The multiplied portion of any multiplied awards;

4. Reimbursement of any **Insured's** fees for **professional services**.

F. **Disciplinary action** means an action brought against the **Insured** by the American Institute of Certified Public Accountants, any state boards of accounting, public oversight board or governmental agency with the authority to regulate the **Insured's professional services** alleging professional misconduct or violation of the Code of Professional Responsibility; provided that such proceeding arises from an act or omission described in Section I.A. herein.

G. **Extended reporting period** means the period of time after the end of the **policy period** for reporting **claims** to the **Company** that are first made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission, which was committed prior to the end of the **policy period** and on or subsequent to the **retroactive date**, and is otherwise covered by this policy.

H. **Insured** means:

1. The **Named Insured**;

2. Any **predecessor firm**;

3. Any past, present or future partner, incorporated partner, officer, director, stockholder, member, manager, associate, independent contractor, professional corporation or employee of the **Named Insured**, but only with respect to **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**;

4. Any **Insured's** spouse or qualifying domestic partner, but only with respect to any **claim** resulting from **professional services** performed on behalf of the **Named Insured** or any **predecessor firm**;

5. The estate, heirs, spouse, executors, administrators and legal representatives of any **Insured** in the event of the **Insured's** death, incapacity or bankruptcy, but only with respect to **professional services** performed on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy.

6. Any **Insured's** present or former temporary or leased personnel engaged by the **Insured**, but only while acting on the **Insured's** behalf in the performance of **professional services**.

I. **Investment Adviser** means any **Insured** who provides financial, economic or investment advice, including personal financial planning and investment management services, provided that **Investment Adviser** does not include any **Insured** while involved in the bartering, purchase or sale of securities, insurance products or other investment products.

J. **Personal Fiduciary** is an executor, administrator or representative of an estate or a trustee of a **personal trust** of which any **Insured** or his or her spouse or qualifying domestic partner are not beneficiaries or distributees of said **personal trust**.

K. **Personal trust** means an individual or family trust established for the sole benefit of the individual or family or a charitable remainder trust as defined under Internal Revenue Code Section 664.

L. **Personal injury** means:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

4. **a.** Oral or written publication, in any manner, including electronic form, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

b. Oral or written publication, in any manner, including electronic form, of material that violates a person's right of privacy;

Except, in either case, oral or written publication in any manner which arises out of advertising, broadcasting or telecasting activities conducted by or on behalf of any **Insured**.

M. Policy period means the period of time from the effective date shown in item 3. in the Declarations to the earliest of the date of termination, expiration or cancellation of this policy.

N. Pollutants means 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.

O. Property damage means:

1. Physical Injury to tangible property, including all resulting loss of use of that property; or

2. Loss of use of tangible property that is not physically injured.

P. Predecessor firm means any partnership, professional association, limited liability partnership, limited liability corporation or corporation, which has undergone dissolution, and:

1. The **Named Insured** is the majority successor in interest to the financial assets and liabilities; and

2. At least 51% of the owners, partners, officers, directors or stockholder-employee in such firm became an owner, partner, officer, director, stockholder-employee, or other-employee of the **Named Insured**.

Q. Professional services means services in the practice of accounting in any of the following capacities:

1. Accountant or accounting consultant;

2. **Investment Adviser**;

3. Bookkeeper, enrolled agent or tax preparer;

4. **Personal Fiduciary**;

5. Notary public, provided that the **Insured** witnessed and attested to the authenticity of the signature notarized;

6. Member of a formal accreditation, standards review or similar professional board or committee related only to the accounting profession;

7. Arbitrator or mediator;

Pro bono **professional services** are included under this definition provided that such pro-bono services are performed with the knowledge and consent of the **Named Insured**.

R. Related acts or omissions means all acts or omissions in the rendering of **professional services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

S. Related claims means all **claims** arising out of a single act or omission or arising out of **related acts or omissions**.

T. Retroactive date means the date shown in item 8. in the Declarations.

U. Security incident means the unauthorized access to, or use of, data containing private or confidential information in connection with the performance of **professional services** which results in the violation of any Privacy Regulation.

IV. EXCLUSIONS

The **Company** will not defend or pay any **claim**:

A. Based on or arising out of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured**. The **Company** will provide the **Insured** with a defense of such **claim** unless and until such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission has been determined by any final adjudication, finding of fact or admission by the **Insured.** Such defense will not waive any of the **Company's** rights under this policy. Upon establishment that the dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the **Insured** was committed, the **Company** will have the right to seek recovery of the **claim expenses** incurred from the **Insured** found to have committed such acts or omissions;

B. Based on or arising out of **bodily injury** or **property damage**, except that the exclusion does not apply to mental illness, mental anguish, or emotional distress caused by **personal injury**;

C. Based on or arising out of discrimination, humiliation, harassment, or misconduct including, but not limited to, **claims** based on allegations relating to an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference;

D. Based on or arising out of the **Insured's** capacity as an officer, director, partner, manager, trustee or employee of any company, corporation, operation, organization or association other than the **Named Insured** or any **predecessor firm**; provided, however, that this exclusion does not apply to an accountant when acting as a trustee for a **personal trust** or while acting as a Director or Officer as defined in Section II., G.5 of this policy;

E. Based on or arising out of **professional services** performed for or by any business enterprise not named in item 1. in the Declarations, including an entity held in a **personal trust**, if on or after the date or time of the act or omission giving rise to such **claim**:

1. Any **Insured** controlled, owned, operated or managed or intended to control, own, operate or manage such entity; or

2. Any **Insured** was, or intended to become, an owner, partner, member, director, officer or employee of such entity.

Control of or ownership in a business enterprise is established if the **Insured**, or the **Insured's** spouse, own or hold, individually or collectively, directly or indirectly, 10% or more of the equity and/or debt instruments of such enterprise;

F. By or on behalf of the **Insured** against any other **Insured** unless such **claim** arises out of **professional services** performed by such other **Insured** in an accountant/client relationship with the **Insured** making the **claim**;

G. Based on or arising out of the **Insured's** activities as a fiduciary or plan administrator under the Employee Retirement Income Security Act of 1974 (ERISA), the Pension Benefits Act or the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) including any amendments to each, or under any similar governmental statue or regulation; provided, however that this exclusion shall not apply if an **Insured** is deemed to be a fiduciary solely by virtue of **professional services** rendered as an accountant to the plan, including accounting, audit, attest, consulting, tax, investment advisory services or administrative services to an employee benefit plan as an independent third party consultant;

H. Based on or arising out of any allegation that the **Insured** is liable for the cost of:

1. The actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **pollutants**; or

2. Any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **pollutants**;

I. Based on or arising out of liability assumed by any **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;

J. Based on or arising out of the loss or destruction of or diminution in the value of any tangible property in the **Insured's** care, custody or control; however this exclusion will not apply to client's records which are in the **Insured's** care, custody or control;

K. Based on or arising out of the **Insured** gaining, in fact, any personal profit or advantage to which the **Insured** is not legally entitled;

L. Based on or arising out of your capacity as a broker or dealer in securities, as those terms are defined in Sections 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934, or any amendment thereto.

V. CONDITIONS

A. Reporting of Claims and Potential Claims:

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, will give written notice of any **claim** made against the **Insured** as soon as reasonable.

2. If during the **policy period**, any **Insured** becomes aware of any act or omission which may reasonably be expected to be the basis of a **claim** against any **Insured**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Insured** responsible for any alleged act or omission and gives written notice to the **Company** with all full particulars, including:

a. The specific act or omission;

b. The dates and persons involved;

c. The identity of anticipated or possible claimants;

d. The circumstances by which the **Insured** first became aware of the potential **claim**; and

e. Potential damages or injury;

Then any **claim** that is subsequently made against the **Insured** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Company**.

The **Insured** shall give all written notices to the **Company** under this Condition V.A.1. and V.A.2. as specified in item 7. of the Declarations.

B. Claim Reporting Grace Period

This policy will provide coverage for **claims** that are first made against the **Insured** during the **policy period** and reported by the **Insured** in writing to the **Company** within thirty (30) days after the expiration of the **policy period**, provided that prior to the expiration of this policy, the **Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due.

The **claim** reporting grace period does not extend the **policy period**.

C. Assistance and Cooperation

1. The **Insured** will cooperate with the **Company** in the defense, investigation and settlement of any **claim**. Upon the **Company's** request, the **Insured** will attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim**.

2. The **Insured** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.

3. The **Insured** will not, except at the **Insured's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Company**. The **Company** shall have no obligation to pay or reimburse any person or entity for sums expended to defend any **claim** otherwise covered under this policy prior to written notice of such **claim** being received by the **Company**.

D. Action against the Company

1. No action may be brought against the **Company** unless, as a condition precedent thereto:

   a. The **Insured** has fully complied with all the terms of this policy; and

   b. Until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and the **Company**.

2. Nothing contained in this policy will give any person or organization the right to join the **Company** as a defendant or co-defendant or other party in any action against the **Insured** to determine the **Insured's** liability.

E. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the **Company** of any of its obligations hereunder.

F. Other Insurance

The insurance provided for in this policy, including any supplementary payments shall be excess over all other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, umbrella, contingent or otherwise. This does not apply to insurance that is purchased by the **Named Insured** specifically to apply in excess of this insurance.

G. Subrogation

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured**'**s** rights of recovery thereof against any person or organization, including any rights such **Insured** may have against any other **Insured** who personally participated or personally acquiesced in or remained passive after having knowledge of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

H. Changes

Notice to any agent of the **Company** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Company** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Company** to form a part of this policy.

I. Mergers, Acquisitions, Spin-offs and Dissolution

The **Named Insured** must report to the **Company** any changes during the **policy period** which affect fifty percent (50%) or more of the accountants insured at the inception of this policy. This notice must be provided in writing within sixty (60) days of such change. The **Named Insured** does not have to report such changes to the **Company** if less than six (6) accountants were insured at the inception of this policy. In the event of a merger, dissolution or acquisition, the **Named Insured** must use its best efforts to notify

the **Company** at least thirty (30) days prior to the projected date of such change. In each case the **Company** will have the right to accept, alter or decline coverage and to charge an additional premium.

J. Cancellation/Nonrenewal

1. This policy may be cancelled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this policy by giving written notice to the **Company** stating at what future date cancellation is to be effective.

2. The **Company** may cancel or non-renew this policy by sending written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least thirty (30) days before cancellation or nonrenewal is to be effective. However, if the **Company** cancels this policy because the **Named Insured** has failed to pay a premium when due, this policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective. The time of surrender of the policy or the effective date and hour of cancellation stated in the notice will become the end of the **policy period**. Delivery of such written notice either by the **Named Insured** or by the **Company** will be equivalent to mailing.

3. If the **Company** or **Named Insured** cancels this policy, the earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

4. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, shall not constitute a refusal to renew.

K. Territory

This policy applies to an act or omission taking place anywhere in the world provided that any suit is brought against the **Insured** within the United States of America, its territories or possessions, Puerto Rico or Canada.

L. Named Insured Sole Agent

The **Named Insured** will be the sole agent and will act on behalf of all **Insureds** for the purpose of giving or receiving any notices, any amendments to or cancellation of this policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this policy and the exercising or declining to exercise any right under this policy including the purchase of an **extended reporting period** under Section VI.B. of this policy.

M. Entire Contract

By acceptance of this policy the **Insured** attests that:

1. All of the information and statements provided to the **Company** by the **Insured**, including but not limited to, the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Insured**;

2. This policy is issued in reliance upon the **Insured's** representations;

3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company**, embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and

4. Any material misrepresentation or concealment by the **Insured**, or the **Insured's** agent, will render the policy null and void and relieve the **Company** from all liability herein.

N. Notices

Other than reporting a **claim**, all other notices required to be given by the **Insured** will be submitted in writing to the **Company** or its authorized representative at the address specified in item 7.in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

O. Assignment

No assignment of interest of the **Insured** under this policy is valid, unless the **Company's** written consent is endorsed hereon.

P. Innocent Insured

Whenever coverage under this policy would be excluded because of Exclusion A., the **Company** agrees that such insurance as would otherwise be afforded under this policy will be applicable with respect to those **Insureds** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Insured** must promptly comply with all provisions of this policy upon learning of any concealment.

Q. Liberalization

If the **Company** obtains approval for any amended state filing that would broaden coverage under this policy form NAV APL NIC PF (07 11) without additional premium at any time during the current **policy period,** the broadened coverage will immediately apply to this policy, except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

R. Reimbursement

While the **Company** has no duty to do so, if the **Company** pays **damages** and **claim expenses**:

1. Within the amount of the applicable deductible, or

2. In excess of the applicable Limit of Liability, or

3. Under a reservation of rights to seek reimbursement, and it is determined that the **Company** is entitled to reimbursement.

All **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within 30 days. Failure to pay any amount indicated may lead to policy termination.

VI. EXTENDED REPORTING PERIODS

A. Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the end of the **policy period** if the **Named Insured** has not obtained another policy of accountants professional liability insurance within sixty (60) days of the termination of the **policy period**. This automatic **extended reporting period** will terminate after sixty (60) days.

B. Optional Extended Reporting Period

If the **Named Insured** or the **Company** cancels or does not renew this policy, the **Named Insured** will have the right to purchase an optional **extended reporting period** that would extend the period of time during which **claims** may be reported.

The **Named Insured** may purchase an optional **extended reporting period** only if:

1. Prior to cancellation, non-renewal or expiration of this policy, the **Named Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due; and

2. At the time this right could be exercised by the **Named Insured**, any **Insured's** right to provide **professional services** as defined in this policy has not been revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the **Insured** is totally and permanently disabled; and

3. The **Named Insured** made no material misrepresentation in the application, any supplements or attachments; and

4. The **Named Insured** exercises this right and pays the additional premium within sixty (60) days following the cancellation, non-renewal or expiration of this policy.

   The additional, non-refundable premium for an optional **extended reporting period** shall be:

   a. Seventy-five percent (75%) of the annual premium for a one-year **extended reporting period**;

   b. One hundred fifty percent (150%) of the annual premium for a three-year **extended reporting period**;

   c. One hundred seventy-five percent (175%) of the annual premium for a five-year **extended reporting period**; or

   d. Two hundred percent (200%) of the annual premium for a seven-year **extended reporting period**.

The first sixty (60) days of the optional **extended reporting period**, if it is purchased, shall run concurrently with the automatic **extended reporting period**.

C. Retirement Option

Upon retirement from the practice of accountancy, any accountant who qualifies as an **Insured** shall be entitled to an individual **extended reporting period** with an unlimited reporting period and with no additional premium if the accountant:

1. Is at least fifty-five (55) years old;

2. Was employed by, or a partner, officer, director or stockholder of the **Named Insured** during the **policy period** and had been insured by the **Company** under the Accountants Professional Liability Policy continuously for at least four (4) full years; and,

3. Notifies the **Company** of the retirement and requests an individual **extended reporting period** within sixty (60) days of the cancellation, nonrenewal or expiration of this policy.

D. Death or Permanent Disability Option

Any accountant who qualifies as an **Insured** who dies or becomes permanently disabled during the **policy period** shall be entitled to an individual **extended reporting period** with an unlimited reporting period and with no additional premium, if:

1. The accountant was employed by the **Named Insured** during the **policy period** and died or became disabled during the **policy period**; and

2. Satisfactory written evidence of death or permanent disability is provided to the **Company**; and

3. The accountant or accountant's representative notifies the **Company** of the death or disability and requests issuance of an individual **extended reporting period** within sixty (60) days following the cancellation, nonrenewal or expiration of this policy.

E. Claims

Any **extended reporting period** is not a new policy and any **claim** submitted during such **extended reporting period** shall be governed by the terms and conditions of this policy.

F. Limits of Liability

The limit of liability for any **extended reporting period** offered under this Section VI. A., B., C., and D shall be part of, and not in addition to, the limits of liability stated in item 4. of the Declarations.