

A Few Words About Your Claims Made Policy **

Your policy is written on a claims made form. This generally means that Coverage must be in force at the time a claim is made against you or your Company/Firm. There are many types of claims made forms, but generally, the following may be true:

- 1) The Claim must be first made against the Insured during the Policy term (An act by the claimant against the Insured, and may result form an Oral threat like "I'm holding you responsible" or a similar threat in a letter)
- 2) The alleged Wrongful Act or Error must take place subsequent to any Retro date /Prior Act Date, if the Policy uses Retro/ prior act Dates. (Action by the Insured allegedly injuring the Claimant)
- 3) The Claim must be reported to the Company during the Policy term (or Auto Extended Reporting Provision), if the Policy requires it be reported to them in that manner. (Action by the Insured towards the Insurance Co)
- 4) If the first notice or knowledge of a lawsuit is when it is served, and IF the policy uses a prior/pending claims Exclusion Or Continuity Date, the lawsuit must be filed AFTER that date.

Please make sure to report to the expiring or current Insurance Carrier any incident that might give rise to a claim and or any claims already made. The expiring policy may require that claims be reported to the Company during the policy term. Failure to do so could jeopardize the availability of coverage should a potential claim or actual claim be reported at a later date.

Some questions that your firm may wish to go over prior to expiration of the current policy term follow:

- Has any claim, suit or notice of incident been made against:
 - Your firm
 - Predecessor firm
 - Entities your firm wholly or partly owns, managers, and/or controls; or
 - Any member of your firm or other entities covered under the policy.

Is any member of your firm, predecessor firm or any entity your firm wholly or partly owns, manages, and/or controls aware of any circumstance which may result in any claim, suit or notice of incident/occurrence against them? If so, you MAY have additional, but limited time, to report a claim after your current policy expires, but only for claims made against you during the policy term. An Incident you think MIGHT give rise to a claim at later time MUST be reported PRIOR to the expiration of the policy in force.

Please report to the insurance carrier any circumstance which may result in any claim, suit, or notice of incident against your firm prior to the expiration date of your existing coverage.

Please review the extended reporting provision of this policy as you have a limited time within which to purchase this coverage. Should you elect to purchase Extended Reporting Period coverage, please advise us in writing within the automatic ERP term. The cost for a one year ERP is contained in this section. Please refer to the policy language within the actual insurance policy for the coverage triggers.

This form has been explained to me and I am aware that if I do not report claims, suits or incidents (potential claims) that I am currently aware of, it could jeopardize the coverages within the insurance policy.

Signed

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A Few Words About Your Errors & Omissions policy**

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In addition, most Policies cover the economic loss suffered by others affected by your alleged wrongful professional acts. The policy generally does not cover Bodily Injury, Property Damage or Libel and slander damages as those types of losses and claims are often covered by other types of Insurance Policies. However, there are professionals whose mistakes could give rise to exactly those types of injuries to others. These may include Medical Professionals, Architects & Engineers, Safety Inspectors, Web Site-Designers and others to name a few. Please review these issues carefully with your Insurance Broker or Attorney should have any questions or concerns.

Often, you may be asked by your clients to name them as an "Additional Insured". Your clients may do this thinking that in the event they have to make a claim against you, they may get an immediate payment from your Insurance Company. This is not true for several reasons. First, this is a liability policy and requires proof that you in fact committed a wrongful act that damaged them. Second, there is often an exclusion that excludes from coverage claims between Insured's, i.e., one "insured" suing another". Sometimes it may be possible to get an endorsement that may satisfy your client, but that is often determined on a case by case basis and often depends upon the type of professional services you provide. If coverage is required; vicarious liability endorsements that extend coverage to your client for claims brought against them solely due to a professional service rendered by you is possible. Generally, you must also be named and maintained in the suit for coverage to apply.

If this policy is a renewal, it is important that any new services provided to clients be disclosed so the appropriate policy or policies can be provided. If you have recently added an Internet Website to promote your services, or added Credit card transactional capabilities or "shopping cart" functions, these too need to be disclosed and discussed with your Broker. Changing the nature of your organizational structure (such as incorporating, forming an LLC. Etc.) or acquiring other Companies could also impact your Insurance needs.

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A Few Words About Your Director & Officer Policy**

Your Insurance Policy is generally designed to cover you and possibly your Company for the economic loss suffered by third parties or other Companies that arise from your alleged wrongful acts while making management decisions on behalf of your company. In essence, D&O Insurance is designed to cover the Directors & Officers for the damages suffered by others arising from the decisions made in governing the Corporation or Business Entity they serve. For instance, as a Board, you may make a decision to terminate a contract with another company. That Company may claim damages against the Person(s) making that decision who may be Officers and or Directors of your Company. Creditor Claims, Unfair Competition claims and other claims could also be made that might be covered by this policy. However, it is also true that it is generally not the intent of this policy to cover claims brought by other Directors & Officers against each other, or where the Corporate Entity brings a claim against the Officers or Directors as there usually is an exclusion for claims of one insured being made against another. The Insured versus Insured exclusion comes in many forms with various coverages carved back or allowed. Make sure your policy has one you are familiar with.

More often than not, a shareholder holding more than 5% of the Stock is employed as one of the Company's Directors & Officers, but that is not always true. There could be an outside Shareholder. Underwriters usually require they have at least Board representation so as to be subject to the Insured vs. Insured exclusion. Or they may issue an endorsement excluding coverage for any claim brought by that Shareholder. With the exception of Stockholder derivative lawsuits, it is generally not the Intent of this policy to cover disputes between the Directors & Officers themselves; the Directors & Officers and shareholders and/or the Entity; or the Directors & Officers and related Companies or other Organizations where there is some sort of co-ownership or and/or management. As stated above, this policy is generally designed to cover you and possibly your Company for the economic loss suffered by unrelated independent third parties and/or other Companies.

Equally true is the fact that Bodily injury claims, Property Damage Claims and other claims usually covered by other types of Insurance Policies are generally excluded.

There are many coverage options that may be available to you requiring careful review and disclosure to your Broker, and may require the assistance of your corporate Counsel. These can include Employment Practice Coverage and Fiduciary Liability Coverage should your Company have Employee Benefit Programs in place. Often, there may be investment opportunities whereby your Company seeks to obtain additional Capital from investors which may trigger S.E.C. exposures. If true, your Insurer needs to know so as to be able to offer you the option to have SEC Coverage if not already provided. Merger and Acquisition activity will also have an impact on your policy. Please inform your Broker immediately of any such activity.

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A Few Words About Your Employment Practice Policy

Your Insurance Policy is generally designed to cover you and your Company for claims brought by Employees and Applicants for employment. These claims could include claims arising from Discrimination, Sexual Harassment and/or Wrongful Termination arising from such discrimination or from workplace harassment. These types of claims can be very expensive to defend, often costing over \$250,000 just for Defense costs and attorney's fees.

Often, Policyholders believe that any type of employment dispute should be covered by the policy. Unfortunately, this is not true. For instance, suppose a Sr. executive has an Employment Contract with an annual Salary Provision of \$250,000 per year plus bonus. Further, for financial reasons, the employer terminates the Contract and the Employment and refuses to pay the bonus. The Employee sues. Generally, that type of claim may not be covered as it is not the intention of the policy to act as Guarantor the Company's contractual obligations would be met. Further, that suit does not arise from any form of Discrimination, Sexual Harassment, nor is it covered as Wrongful Termination arising from such discrimination or from workplace harassment.

It is possible that claims for discrimination could also be made against your Company by those persons who are not employees or applicants for employment. Such claims are often referred to as 3rd party claims. Not all Employment Practice Policies cover claims brought by 3rd parties.

Claims may be made against you for violations of the American with Disabilities Act (ADA). While many policies may provide coverage for such claims, the policies generally exclude from coverage any monies necessary to make improvements to your property or workplace in order to be in ADA compliance.

Other Statutorily protected rights may also be excluded from coverage such as violations of the W.A.R.N. Act, Section 132 (A) Violations of the Labor Code involving Workers Compensation Claim Terminations and other Workplace Wage and Employment Protection laws. It is very important you read the entire policy with your Insurance Broker, and/or Corporate Counsel in order to fully understand what is and is not covered by your policy.

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A Few Words on How Claims are Handled

Congratulations on buying your Insurance Policy. You are to be complimented on allocating your resources to protect your Company from expensive lawsuits. Hopefully, you will not need to report a claim. However, in the event you do, we hope this memo will help to orient you on generally what to expect.

Generally, Directors & Officers, Employment Practice and Errors & Omissions Policies are written on a claims made basis requiring, amongst other things, that the claim against you or your company be first made during the policy term. The policy probably, but not always, may require the Insurance Company to hire an attorney to defend you. These policies may also require that you report any claim to the Insurance Company as soon as possible or as soon as practical. It is very important that this be done as not only may there be provisions in your policy requiring that in order to maintain coverage, but often, the earlier your Insurance Company becomes involved, the earlier the matter might be resolved.

You should receive a claim acknowledgement from your Insurance Company. This could be a letter in the mail or a phone call from the Claims representative of the Insurance Company. They may ask for a copy of your file on the matter together with the identity of any witnesses or other persons who may have personal knowledge of the matter. You should co-operate fully with such requests in order to assist in your defense of the matter.

In the event you are being sued, you may also hear quickly from a defense lawyer hired to defend you. You should cooperate fully with their requests too. There is a common mis-conception that Insurance Company Panel Counsel are often inexperienced or are paid so little in relation to "private counsel," that you will not be properly represented. This is simply not true. Insurance Companies are as interested in getting the best they can for their money, no different than you and, since their money may be at risk in any given claim, they generally only hire those counsel experienced in defending these types of matters. Given the potential volume of claims to be handled, Insurers are generally able to negotiate lower hourly rates than a private Company no different than the discount given Insurers by Medical providers in the Health Insurance Industry.

Your policy may also require the Insurance Company to obtain your permission and consent to settle any claim prior to actually resolving the matter. When contacted, it is important for you to explore all options and if you disagree with the proposal, to seek independent advice on the consequences of not agreeing to the proposal.

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