



ADMINISTERED BY:  
AMERICAN PROFESSIONAL AGENCY, INC.  
INSURANCE

95 Broadway, Amityville, NY 11701  
(631) 691-6400 • (800) 421-6694

Executive Offices 70 Pine Street  
New York, NY 10270 A Capital Stock Company

**NOTICE: THIS IS A CLAIMS-MADE POLICY. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED IN WRITING TO US WHILE THE COVERAGE IS IN FORCE.**

**A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS AND SETTLEMENTS OF ALLEGATIONS OF SEXUAL MISCONDUCT. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS POLICY COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

In consideration of the premium paid and in reliance upon the statements in the Application completed by the **named insured** and upon the Declarations and subject to its terms, conditions, and exclusions, **we** agree to this Policy as a contract with the **named insured**.

## I. INSURING AGREEMENTS

### A. Wrongful Act

**We** shall pay those amounts that **you** become legally obligated to pay to compensate others arising out of **your wrongful act**. The **wrongful act** must take place on or after the **retroactive date**, but before the end of the **policy period**, and must arise solely out of **your** performance of professional services as a social worker. A **claim** for a **wrongful act** must be first made against **you** and reported to **us** in writing during the **policy period** or any extended reporting period, if applicable.

### B. Premises Liability

**We** shall pay those amounts that **you** become legally obligated to pay to compensate others for **bodily injury** or **property damage** arising out of an **occurrence** on the premises used principally in the **named insured's** practice as a social worker. The **bodily injury** or **property damage** must take place on or after the **retroactive date**, but before the end of the **policy period**. A **claim** for **bodily injury** or **property damage** must be first made against **you** and reported to **us** in writing during the **policy period** or any extended reporting period, if applicable.

### C. Administrative Hearing

**We** shall pay reasonable **administrative expenses** arising out of an **administrative hearing**, arising solely out of **your** performance of professional services as a social worker, even if the basis for that **administrative hearing** is groundless or fraudulent. The request or notification for the **administrative hearing** must take place on or after the **retroactive date**, but before the end of the **policy period**.

## II. DEFINITIONS

- A. **Administrative Expense(s)** means reasonable expenses incurred pursuant to an **administrative hearing** for **attorney's** fees for legal service rendered, pre-hearing discovery and investigation costs and charges for an **attorney's** general services.
- B. **Administrative Hearing** means a disciplinary proceeding against **you** and shall be limited to the following:
1. Proceedings **initiated** by a state licensing board or governmental regulatory body against **you** for unprofessional conduct; or
  2. Proceedings **initiated** by a State Department of Health Services or the Federal Department of Health and Human Services arising out of **your** performance of professional services as a social worker and alleging any violation of guidelines for appropriate utilization of those services.
- C. **Attorney** means an individual duly licensed to practice law at the time and place the legal services are rendered.
- D. **Automobile** means a land vehicle, whether or not self-propelled, or a trailer or semitrailer, including any machinery or apparatus attached thereto, whether or not designed for use principally on public roads.
- E. **Bodily Injury** means physical injury, sickness, disease, sustained by any person, including death resulting therefrom.

- F. **Claim(s)** means a demand for money and includes **suit(s)**.
- G. **Criminal Prosecution** means any government action for enforcement of criminal laws, including offenses, conviction for which could result in imprisonment.
- H. **Defamation** means the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
- I. **Discrimination** means the violation of any law, whether statutory or common law, including, but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, pregnancy, chronic medical condition, or obesity.
- J. **Initiated** means the commencement of an **administrative hearing** at the time written notice is received by **you**.
- K. **Named Insured** means any organization or individual indicated in Item 1.A. of the Declarations.
- L. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** neither expected nor intended from **your** standpoint. **Occurrence** shall not include the rendering of or failure to render any professional service, nor shall it include **defamation**.
- M. **Policy Period** means the period commencing on the effective date shown in the Declarations and ending on the effective 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, but is not limited to, material to be recycled, reconditioned or reclaimed, as well as medical waste.
- O. **Property Damage** means (1) physical injury to or destruction of tangible property including the loss of use thereof resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **occurrence**.
- P. **Retroactive Date** means the date specified as such in the Declarations.
- Q. **Suit** means a civil proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which **you** shall submit or may submit with **our** consent. **Suit** shall not include an **administrative hearing**.
- R. **You** and **Your** means any Insured as set forth in Section III. Who Is An Insured.
- S. **We**, **Our** and **Us** means the Company providing this insurance.
- T. **Wrongful Act** means any actual or alleged negligent act, error, or omission, or any actual or alleged **defamation**.

### III. WHO IS AN INSURED

The following is an Insured and is referred to as **you** or **your**:

- A. The individual, partner or corporation designated as **named insured** in Item 1.A. of the Declarations, including any partner, executive officer, director or stockholder thereof, and the individual(s) designated as Additional Named Insured in Item 1.B. of the Declarations; and
- B. Any present or former employee, partner, executive officer, director or stockholder of the **named insured** designated in Item 1.A. of the Declarations, but only while acting in the capacity as such; and
- C. Any individual, partnership or corporation designated in Item 2 of the Declarations, but only as to matters for which a **named insured** may be liable under this policy.

### IV. DEFENSE COSTS, CHARGES AND EXPENSES

The following shall apply only to Insuring Agreements A and B:

**We** shall pay the costs related to the following which are in addition to the Limits of Liability:

- A. **We** have the right and duty to defend and appoint counsel, at **our** expense for any **suit** brought against **you** for a covered **wrongful act**, **bodily injury**, or **property damage** even if the **suit** is groundless or fraudulent. **Our** duty to defend **suit** ends after the applicable Limit of Liability has been exhausted by payment of judgments, awards, and interest accruing thereon prior to entry of judgment or issuance of an award and settlements.
- B. **We** have the right to investigate any **claim** or **suit** and, with the **named insured's** written consent, settle any **claim** or **suit** that **we** believe is proper. **Our** duty to defend any **suit** ends if the **named insured** refuses to consent to a settlement **we** recommend and the claimant shall accept. The **named insured** shall then defend the **suit** at the **named insured's** own expense and negotiate any settlement. **Our** liability for any settlement or judgment shall not be more than the amount for which **we** could have settled had the **named insured** consented.
- C.
  1. **We** shall pay all reasonable costs, other than loss of earnings, **we** ask **you** to incur while defending a **suit**.
  2. **We** shall pay premiums for appeal bonds, or bonds to release property used to secure legal obligation, if required in a **suit** **we** defend. **We** shall only pay, however, for bonds valued up to **our** applicable Limit of Liability. **We** have no obligation to appeal or to obtain these bonds.
  3. Up to two hundred fifty dollars (\$250) per day with a maximum amount payable of five thousand dollars (\$5,000) per **suit** as lost earnings when **your** practice as a social worker was suspended due to attendance at hearings or trials at **our** request.
- D. **We** shall pay all interest and all costs taxed on that amount of any judgment up to **our** Limit of Liability:
  1. Which accrues after entry of judgment; and
  2. Before **we** pay, offer to pay, or deposit in court that part of the judgment within **our** applicable Limit of Liability.

The following shall only apply to Insuring Agreement C:

- A. **We** shall defend **you** and pay **administrative expenses** at an **administrative hearing** arising solely out of **your** profession as a social worker up to **our** Limit of Liability stated in the Declarations.

- B. Duties in the event of an **administrative hearing**:
1. **You** shall notify **us** as soon as practicable of any **administrative hearing**.
  2. **You** shall notify **us** whether **you** have legal services available or require **us** to select an **attorney for you**.
  3. a. Send to **us**, as soon as practicable, copies of any notices, summons, or legal papers received in connection with the **administrative hearing**.
  - b. Furnish **us**, upon request, with records and other information and submit to an interview by **us** or **our** representative concerning the full extent of his/her knowledge of the events leading to the **administrative hearing**. **We** shall also be entitled to immediately receive upon request copies of any agency or departmental correspondence **you** receive relating to the **administrative hearing**, including specifically any correspondence which may have predated the date of application for coverage under this Policy.
  - c. Cooperate and assist **us** with all reasonable requests in the handling of an **administrative hearing** including, but not limited to:
    - i. Attending depositions and hearings;
    - ii. Securing and giving evidence; and
    - iii. Obtaining the attendance of witnesses.
- C. All **administrative expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings arising out of an **administrative hearing** shall be considered as part of the original **administrative hearing**.
- D. 1. **We** shall pay **administrative expenses** in excess of any other insurance or coverage **you** maintain, no matter how those coverages are described, if:
  - a. **You** have legal services other than those provided in this Policy which have the right and duty to defend **you** at an **administrative hearing**; and
  - b. **You** have paid directly or indirectly for those legal services before the **administrative hearing** was initiated.If **you** do not have these other legal services:
  2. **We** shall have the right to freely select any **attorney** to represent **you** in the defense of an **administrative hearing**.

#### V. LIMITS OF LIABILITY

- A. The limits shown in the Declarations to the Policy and the information contained in this section indicate the most **we** shall pay regardless of the number of:
1. Persons or organizations covered by this Policy; or
  2. **Claims** made or **suits** brought.
- B. Each **wrongful act, bodily injury, or property damage** limit is the most **we** shall pay for all loss that results from a single **wrongful act, bodily injury, or property damage**.
- C. Aggregate Limit is the most **we** shall pay for all losses covered under this Policy.
- D. All **claims** arising from continuous, repeated, or related **wrongful acts** or **occurrences** shall be treated as one **claim**. Such **wrongful acts** or **occurrences** shall be considered to have taken place when the earliest **wrongful act** or **occurrence** takes place.
- E. Coverage for an **administrative hearing** shall cease when the **Administrative Hearing** Limit is exhausted. For each individual named in Item 1.A. or 1.B. of the Declarations, a separate **Administrative Hearing** Limit shall apply.
- F. For each individual named in Item 1.A. or 1.B. of the Declarations a separate Limit of Liability shall apply for each **wrongful act**.

#### VI. EXCLUSIONS FOR ALL INSURING AGREEMENTS

**We** shall not defend or pay any **claims** against **you** under Insuring Agreements A, B, and C:

- A. For any dishonest, criminal, fraudulent or malicious act, error, or omission;
- B. For any liability as a proprietor or owner of any clinic with bed and board facilities, hospital, sanitarium, nursing home or laboratory or to acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than that of a social worker;
- C. For any medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances. The term medical service or treatment used in this exclusion shall not be construed to mean such service performed by **you** at the direction of a physician, or the furnishing or use of biofeedback equipment as is usual in **your** practice as a social worker;
- D. For matters involving overbilling, miscoding, reimbursement requests, and other fee related matters or inquiries, unless the action involves an actual disciplinary proceeding where **your** license or ability to practice is threatened;
- E. For any **discrimination** on any basis;
- F. For any **wrongful act** of a managerial or administrative nature. This exclusion shall not apply to **your** activities as a member of a formal accreditation or professional review board of a hospital or professional society, or professional licensing board;
- G. Brought by any Insured, as set forth in Section III. Who Is An Insured, against any other Insured, as set forth in Section III. Who Is An Insured;
- H. For any **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **automobile, aircraft** or watercraft;
- I. For any **bodily injury** or **property damage** to any employee of **yours** or independent contractor working for **you**, or to any obligation of **you** to indemnify another because of damages arising out of any **bodily injury** or **property damage**;
- J. For any actual or alleged infringement of copyright;
- K. For any liability arising out of any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law;
- L. For **property damage** to:
  1. Property owned or occupied by or rented to **you**;
  2. Property used by **you**;
  3. Property in **your** care, custody or control, or property of which **you** are exercising physical control for any purpose; or

- 4. Premises sold, given away or abandoned by **you**, if the **property damage** arises out of any part of those premises;
- M. For any **wrongful act** committed with knowledge by **you** that it was a **wrongful act**;
- N. Any **occurrence** or **wrongful act** of which any **named insured** was aware, prior to the effective date of this Policy, which any **named insured** could have reasonably believed would result in an **administrative hearing**;
- O. For:
  - 1. The actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**; or
  - 2. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;
- P. For any of **your** employment activities including, but not limited to, application for employment, refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, **defamation**, harassment including sexual harassment, humiliation, or violation of civil rights;
- Q. Arising out of any **wrongful act** committed while **you** did not have a license required by law or while **your** license was suspended;
- R. Arising out of any **wrongful act** while **you** were under the influence of an illegal substance or drug or while intoxicated; or
- S. Arising out of any business relationship or venture with any prior or current client of **yours**.

#### VII. EXCLUSIONS FOR INSURING AGREEMENT C, ADMINISTRATIVE HEARING

In addition to the Exclusions for all Insuring Agreements A, B, and C, **we** shall not pay for any **administrative expenses** against **you** under insuring Agreement C for:

- A. Any defense of **criminal prosecution**;
- B. Any legal or disciplinary matter other than an **administrative hearing**;
- C. Any application for initial placement on a staff as a professional social worker;
- D. Any legal action including, but not limited to, **administrative hearing**, commenced by **you**.

#### VIII. SEXUAL MISCONDUCT PROVISION

- A. **Our** Limit of Liability shall not exceed \$25,000 in the aggregate for all damages with respect to the total of all **claims** and **suits** against **you** involving any actual or alleged erotic physical contact, or attempt thereat or proposal thereof:
  - 1. By **you** or by any other person for whom **you** may be legally liable; and
  - 2. With or to any former or current client of **yours**, or with or to any relative or member of the same household as any said client, or with or to any person with whom said client or relative has an affectionate personal relationship.
- B. In the event that any of the foregoing are alleged at any time, either in a complaint, during discovery, at trial or otherwise, any and all causes of action alleged and arising out of the same or related courses of professional treatment and/or relationships shall be subject to the aforesaid \$25,000 aggregate Limit of Liability and shall be part of, and not in addition to, the Limits of Liability otherwise afforded by this Policy.
- C. **We** shall not be obligated to undertake nor continue to defend any **suit** or proceeding subject to the \$25,000 aggregate Limit of Liability after the \$25,000 aggregate Limit of Liability has been exhausted by payment of judgments, settlements and/or other items included within the Limits of Liability.

#### IX. PUNITIVE DAMAGES PROVISION

**We** shall not pay for fines or penalties or punitive, exemplary or multiplied damages; wherever permitted by law **we** shall pay up to \$25,000 in the aggregate for all damages with respect to the total of all **claims** and **suits** against **you** involving punitive, exemplary or multiplied damages as part of and not in addition to the applicable Limits of Liability of this Policy.

#### X. CONDITIONS

##### A. WHERE COVERAGE APPLIES

**We** cover **wrongful acts**, **bodily injury**, **property damage** or **administrative hearings** anywhere in the world, but only if a **claim** is made, a **suit** is brought or **administrative hearing initiated** for such **wrongful act**, **bodily injury**, **property damage** or **administrative hearing** in the United States of America, its territories and possessions, Puerto Rico, or Canada.

##### B. YOUR ASSISTANCE AND COOPERATION

- 1. **You** agree to cooperate with and help **us**:
  - a. Make settlements;
  - b. Enforce any legal rights **you** or **we** may have against anyone who may be liable to **you**;
  - c. Attend depositions, hearings and trials; and
  - d. Secure and give evidence, and obtain the attendance of witnesses.

**You** shall not admit any liability, assume any financial obligation, or pay out any money without **our** prior consent. If **you** do, it shall be at **your** own expense.

##### C. LAWSUITS AGAINST US

- 1. No one can sue **us** to recover under this Policy unless all of the terms have been honored.
- 2. A person or organization may sue **us** to recover up to the Limits of Liability under this Policy only after **your** liability has been decided by:
  - a. Trial, after which a final judgment has been entered; or
  - b. A written settlement agreement signed by **you**, **us**, and the party making the **claim**.

##### D. BANKRUPTCY

**You** or **your** estate's bankruptcy or insolvency shall not relieve **us** of **our** obligations under this Policy.

##### E. CHANGES

The **named insured** shown in the Declarations is authorized to make changes in the terms of this Policy with **our** written consent. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

##### F. TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

G. TRANSFER OF **YOUR** RIGHTS AND DUTIES UNDER THIS POLICY

**Your** rights and duties under this Policy may not be transferred without **our** written consent. If **you** are declared legally incompetent, **your** rights and duties shall be transferred to **your** legal representative but only while acting within the scope of his duties as **your** legal representative.

H. CONFORMANCE TO STATUTE

To the extent a term of this Policy conflicts with a statute of the State within which this Policy is issued, the term shall be deemed amended so as to conform to minimum requirements of the statute.

I. DUTIES IN THE EVENT OF AN INCIDENT, **CLAIM OR SUIT**

1. If, during the **policy period**, incidents or events occur which **you** reasonably believe may give rise to a **claim** or **suit** for which coverage may be provided, **you** shall, during the **policy period**, give written notice to **us**. Such written notice shall contain:

- a. The identity of the person(s) alleging the **bodily injury, property damage, or wrongful act**;
- b. The identity of the person(s) who allegedly were involved in the incidents or events; and
- c. The date the alleged incidents or events took place.

And, if **you** submit written notice containing Items a. through c. above, then any **claim** or **suit** that may subsequently be made against **you** arising out of such incidents or events shall be deemed, for the purpose of this insurance, to have been first made during the **policy period** in effect at the time such written notice was submitted to **us**.

2. If a **claim** is made or **suit** is brought against **you**, **you** shall:

- a. Immediately record the specifics of the **claim** and the date received; and
- b. Notify **us** as soon as practicable.

**You** shall see to it that **we** receive written notice of this **claim** as soon as practicable.

3. **You** shall:

- a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with any **claim** or **suit**;
- b. Authorize **us** to obtain records and other information;
- c. Cooperate with **us** in the investigation, settlement, or defense of the **claim** or **suit**; and
- d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to **you** because of injury or damage to which this insurance may also apply.

J. OTHER INSURANCE

If there is other insurance which applies to the loss resulting from **bodily injury, property damage, or wrongful act** the other insurance shall pay first. This Policy applies to the amount of loss which is more than:

- a. The Limits of Liability of the other insurance; and
- b. The total of all deductibles and self-insured amounts under all such other insurance.

**We** shall not pay more than **our** Limits of Liability.

K. MULTIPLE POLICIES

1. Two or more policies may be issued by **us** or other member companies of American International Group, Inc. These policies may provide coverage for:

- a. **Claims** or **suits** arising from the same or related **wrongful act** or **occurrence**; or
- b. Persons or organizations covered in those policies that are jointly and severally liable.

2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies.

In addition, the total amount payable under all such policies is the highest applicable Limit of Liability among all such policies.

L. REPRESENTATIONS

1. By accepting this Policy, the **named insured** agrees that the statements in the Application and Declarations are true, and that they are the **named insured's** agreements and representations.
2. The **named insured** agrees that this Policy is issued in reliance upon the truth of those representations.
3. Any and all relevant provisions may be voided by **us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **you**.

M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO **US**

If **you** have rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. **You** shall do nothing to impair them. At **our** request, **you** shall bring **suit** or transfer those rights to **us** and help **us** enforce them.

N. ARBITRATION

1. Any controversy arising out of or relating to this Policy or its breach shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel shall consist of three (3) arbitrators. One of the arbitrators shall be chosen by the **named insured** and one arbitrator shall be chosen by **us**. Those two arbitrators shall then choose the third arbitrator. Unless the parties otherwise agree, the arbitration shall be held in New York, New York.
2. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached, and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall be binding upon **you** or **us**.
3. The **named insured** shall bear the expense of the arbitrator chosen by the **named insured**. **We** shall bear the expense of the arbitrator chosen by **us**. The **named insured** and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration preceding.

O. AUTOMATIC LIMITED REPORTING PERIOD

1. The **named insured** shall have an automatic limited reporting period of ninety (90) days, starting with the end of the **policy period**, during which **claims** arising out of **wrongful acts, bodily injury** or **property damage** which take place on or after the **retroactive date** but before the end of the **policy period** may be first made or brought.

2. This automatic limited reporting period shall not extend the **policy period** or change the scope of coverage provided. **We** shall consider any **claim** first made or **suit** brought during the automatic limited reporting period to have been made on the last date on which this Policy is in effect.
3. The automatic limited reporting period shall apply only if this insurance is canceled or not renewed for any reason. Coverage under the automatic limited reporting period cannot be canceled.
4. The automatic limited reporting period, however, shall not apply to **claims** if other insurance **you** buy covers them or would cover them if its Limits of Liability had not been exhausted.
5. The Limits of Liability that apply at the end of the **policy period** are not renewed or increased for **claims** first made or **suits** first brought during the automatic limited reporting period.

P. OPTIONAL REPORTING ENDORSEMENT

1. If the **named insured** or **we** cancel or do not renew this Policy, the **named insured** has the right to buy an Optional Reporting Endorsement. The **named insured** shall not have this right if **we** cancel for non-payment of premium.
2. The endorsement applies only to covered **claims** arising solely out of a **wrongful act, bodily injury, or property damage**, on or after the **retroactive date** but before the end of the **policy period**. The **claim** shall first be made against **you** and reported to **us** in writing during the Optional Reporting Period immediately after the **policy period**.
3. To obtain this Optional Reporting Endorsement the **named insured** shall request this endorsement in writing within ninety (90) days after the **policy period** ends and pay the premium when due. If the **named insured** does so, **we** cannot cancel the endorsement. If **we** do not receive the written request and payment as required, the **named insured** may not exercise this right at a later date. If the **named insured** cancels the endorsement, **we** shall not pay any return premium.

If **you**:

- a. die, or
- b. become permanently disabled so **you** cannot continue as a social worker, or
- c. permanently retire as a social worker;

**We** will not charge **you** a premium for the reporting endorsement. **You** will still have to request the reporting endorsement from **us** in writing within 90 days after the **policy period** ends. **You** will have to give **us** reasonable proof of death, permanent disability or permanent retirement. **You** will also have to give **us** written confirmation that during the past 5 years, there have been no **claims** against **you** for sexual misconduct, as described in the "Sexual Misconduct" section of the Policy.

4. Any change in premium or terms from this Policy shall not be considered a refusal to renew.
5. The provision of an Optional Reporting Endorsement shall not increase the Aggregate Limit of Liability described in the Limits of Liability section of this Policy.

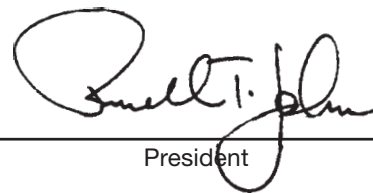
XI. CANCELLATION/NONRENEWAL

- A. The **named insured** shown in the Declarations may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.
- B. **We** may cancel this Policy by mailing or delivering to the **named insured** written notice of cancellation at least:
  1. Ten (10) days before the effective date of cancellation if **we** cancel for non-payment of premium; or
  2. Sixty (60) days before the effective date of cancellation if **we** cancel for any other reason.
- C. **We** shall mail or deliver **our** notice to the **named insured's** address shown in the Declarations.
- D. Notice of cancellation shall state the effective date of cancellation. The **policy period** shall end on that date.
- E. If this Policy is canceled, **we** shall send the **named insured** any premium refund due. If **we** cancel, the refund shall be pro rata. If the **named insured** cancels, the refund may be less than pro rata. The cancellation shall be effective even if **we** have not made or offered a refund.
- F. If notice is mailed, proof of mailing shall be sufficient proof of notice.
- G. The Policy cannot be canceled by either party after the premium for an Optional Reporting Period is paid.
- H. If **we** decide not to renew this Policy, **we** shall mail or deliver to the first **named insured** shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date.
 

If notice is mailed, proof of mailing shall be sufficient proof of notice.

IN WITNESS WHEREOF, **we** have caused this Policy to be signed by **our** President and Secretary and countersigned where required by law on the Declarations page by **our** duly authorized representative.

  
 \_\_\_\_\_  
 Secretary

  
 \_\_\_\_\_  
 President