

## PRIOR ACTS COVERAGE ENDORSEMENT

The following information, and signature by an authorized representative, is required only when this endorsement is issued subsequent to the preparation of this policy:

Named Insured:  
Policy Number:  
Effective Date Of This Endorsement:

This endorsement forms a part of the policy to which it is attached. It is effective on the inception date of the policy unless stated otherwise above.

For insureds with coverage inception date on or after May 1, 2017. Coverage Options 2A-P, 2B-P, 2C-P, 2D-P, 2E-P, 2F-P, 3G-P, 3H-P on the Named Insureds and Limitation of Coverage Endorsements are deleted and replaced by the following:

**Coverage Option 2A-P.** Indicates the named insured "individual", who is an employee of an insurance agency, has coverage for "written claims" arising from "wrongful acts", not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts as a "life insurance agent" selling only fixed life, accident & health, long term care and disability insurance products (including Medicare Advantage and Medicare Supplemental insurance), provided that no more than 15 days elapsed between the date the "individual's" previous professional liability coverage as a "life insurance agent" expired and his/her initial new coverage under the aforementioned agency policy inceptioned. There is no coverage for "written claims" arising from "wrongful acts" that would not have been insured under the "individual's" prior professional liability coverage as a "life insurance agent" in force at the time of the "wrongful act".

**Coverage Option 2B-P.** Indicates the named insured "individual", who is an employee of an insurance agency, has coverage for "written claims" arising from "wrongful acts", not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts as a "life insurance agent" selling only fixed life, accident & health, long term care and disability insurance products (including Medicare Advantage and Medicare Supplemental insurance) as well as fixed annuities, including indexed annuities, provided that no more than 15 days elapsed between the date the "individual's" previous professional liability coverage as a "life insurance agent" expired and his/her initial new coverage under the aforementioned agency policy inceptioned. There is no coverage for "written claims" arising from "wrongful acts" that would not have been insured under the "individual's" prior professional liability coverage as a "life insurance agent" in force at the time of the "wrongful act".

**Coverage Option 2C-P.** Indicates the named insured "individual", who is an employee of an insurance agency has coverage for "written claims" arising from "wrongful acts", not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts: (1) as a "life insurance agent" selling fixed and variable life, accident & health, long terms care and disability insurance products (including Medicare Advantage and Medicare Supplemental insurance) as well as fixed and variable annuities (including indexed life and annuities); and (2) as a Series 6 "registered representative" selling variable life and annuity products, mutual funds and unit investment trusts, provided that no more than 15 days elapsed between the date the "individual's" previous professional liability coverage as a "life insurance agent" and/or Series 6 "registered representative" expired and his/her initial new coverage under the aforementioned agency policy inceptioned. There is no coverage for "written claims" arising from "wrongful acts" that would not have been insured under the "individual's" prior professional liability coverage as a "life insurance agent" and/or Series 6 "registered representative" in force at the time of the "wrongful act".

**Coverage Option 2D-P.** Indicates the named insured "individual", who is an employee of an insurance agency insured, has coverage for "written claims" arising from "wrongful acts", not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts: (1) as a "life insurance agent" selling fixed and variable life, accident, health, long term care, and disability insurance products (including Medicare Advantage and Medicare Supplement insurance), as well as fixed and variable annuities (including indexed life and annuities); and (2) as a Series 6 or Series 7 "registered representative" selling variable life and annuity products, mutual funds and unit investment trusts; and (3) as a Series 7 "registered representative" selling publicly registered and publicly traded stocks, bonds and REITS,

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“covered calls” and “protective puts” pursuant to the Covered Calls and Protective Puts Endorsement, and regular Exchange Traded Funds (ETF’s) and Exchange Traded Notes (ETN’s), provided that no more than 15 days elapsed between the date the “individual’s” previous professional liability coverage as a “life insurance agent” and/or Series 6 or Series 7 “registered representative” expired and his/her initial new coverage under the aforementioned agency policy incepted. There is no coverage for “written claims” arising from “wrongful acts” that would not have been insured under the “individual’s” prior professional liability coverage as a “life insurance agent” and/or Series 6 or Series 7 “registered representative” in force at the time of the “wrongful act”. There is no coverage for sale or servicing of leveraged ETF’s, ETN’s or mutual funds. Nor is there coverage for sale or servicing of inverse ETF’s, ETN’s or mutual funds except with respect to unleveraged inverse ETF’s, ETN’s and mutual funds which are used solely to hedge a portfolio as provided in the Inverse Securities Endorsement.

**Coverage Option 2E-P.** Indicates the named insured “individual”, who is an employee of an insurance agency insured, has coverage for “written claims” arising from “wrongful acts”, not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts as a “property and casualty insurance agent” as per the Limited Personal Lines Property And Casualty Agent Coverage Endorsement selling the personal lines property and casualty insurance products covered by that endorsement, provided that no more than 15 days elapsed between the date the “individual’s” previous professional liability coverage as a “property and casualty insurance agent” expired and his/her initial new coverage under the aforementioned agency policy incepted. There is no coverage for “written claims” arising from “wrongful acts” that would not have been insured under the “individual’s” prior professional liability coverage as a “property and casualty insurance agent” in force at the time of the “wrongful act”.

**Coverage Option 2F-P.** Indicates the named insured “individual”, who is an employee of an insurance agency, has coverage for “written claims” arising from “wrongful acts”, not otherwise excluded, occurring prior to his/her employment by the aforementioned insurance agency for liability arising out of his/her acts as a “property and casualty insurance agent” as per the Limited Personal And Commercial Lines Property And Casualty Agent Coverage Endorsement selling the personal and commercial lines property and casualty insurance products covered by that endorsement, provided that no more than 15 days elapsed between the date the “individual’s” previous professional liability coverage as a “property and casualty insurance agent” expired and his/her initial new coverage under the aforementioned agency policy incepted. There is no coverage for “written claims” arising from “wrongful acts” that would not have been insured under the “individual’s” prior professional liability coverage as a “property and casualty insurance agent” in force at the time of the “wrongful act”.

**Coverage Option 3G-P.** Indicates the named insured “individual”, who is an employee of a “registered investment adviser” has coverage for “written claims” arising from “wrongful acts”, not otherwise excluded, occurring prior to his/her employment by the aforementioned “registered investment adviser” for liability arising out of his/her acts as a “financial planner” and/or as an “associated person” providing non-discretionary “investment management services” pursuant to an “investment management contract” with a “registered investment adviser” covering investments in mutual funds, stocks, bonds and other “securities” not otherwise excluded from coverage under this policy as well as “covered calls” and “protective puts” pursuant to the Covered Calls and Protective Puts Endorsement and regular Exchange Traded Funds (ETF’s) and Exchange Traded Notes (ETN’s) and sub accounts of variable products, provided that no more than 15 days elapsed between the date the “individual’s” previous professional liability coverage as a “registered investment adviser”, “financial planner” and/or “associated person” expired and his/her initial new coverage under the new aforementioned “registered investment adviser” policy incepted. Coverage for liability arising out of the use of sub-advisors who provide “investment management services” to the “clients” of the new aforementioned “registered investment adviser” pursuant to a “discretionary account agreement” covering investments in mutual funds, stocks, bonds and other “securities” not otherwise excluded from coverage under this policy as well as “covered calls” and “protective puts” pursuant to the Covered Calls and Protective Puts Endorsement and regular Exchange Traded Funds (ETF’s) and Exchange Traded Notes (ETN’s) and sub accounts of variable products, prior to his/her employment by the new aforementioned “registered investment adviser”, is also included. There is no coverage for sale or servicing of leveraged ETF’s, ETN’s or mutual funds. Nor is there coverage for sale or servicing

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of inverse ETF's, ETN's or mutual funds except with respect to unleveraged inverse ETF's, ETN's and mutual funds which are used solely to hedge a portfolio as provided in the Inverse Securities Endorsement. There is no coverage for "written claims" arising from "wrongful acts" that would not have been insured under the "individual's" previous professional liability coverage as a "registered investment advisor", "financial planner" and/or "associated person" in force at the time of the "wrongful act".

**Coverage Option 3H-P.** Indicates the named insured "individual", who is an employee of a "registered investment adviser" has coverage for "written claims" arising from "wrongful acts", not otherwise excluded, occurring prior to his/her employment by the aforementioned "registered investment adviser" for liability arising out of his/her acts as a "financial planner" and/or as an "associated person" providing both non-discretionary "investment management services" pursuant to an "investment management contract" and discretionary "investment management services" pursuant to a "discretionary account agreement" covering investments in mutual funds, stocks, bonds and other "securities" not otherwise excluded from coverage under this policy as well as "covered calls" and "protective puts" pursuant to the Covered Calls and Protective Puts Endorsement and regular Exchange Traded Funds (ETF's) and Exchange Traded Notes (ETN's) and sub accounts of variable products, provided that no more than 15 days elapsed between the date the "individual's" previous professional liability coverage as a "registered investment advisor", "financial planner" and/or "associated person" expired and his/her initial new coverage under the new aforementioned "registered investment advisor policy incepted. Coverage for liability arising out of the use of sub-advisors who provide "investment management services" to the "clients" of the named insured "registered investment adviser" pursuant to a "discretionary account agreement" covering investments in mutual funds, stocks, bonds and other "securities" not otherwise excluded from coverage under this policy as well as "covered calls" and "protective puts" pursuant to the Covered Calls and Protective Puts Endorsement and regular Exchange Traded Funds (ETF's) and Exchange Traded Notes (ETN's) and sub accounts of variable products prior to his/her employment by the new aforementioned "registered investment adviser" is also included. There is no coverage for sale or servicing of leveraged ETF's, ETN's or mutual funds. Nor is there coverage for sale or servicing of inverse ETF's, ETN's or mutual funds except with respect to unleveraged inverse ETF's, ETN's and mutual funds which are used solely to hedge a portfolio as provided in the Inverse Securities Endorsement. There is no coverage for "written claims" arising from "wrongful acts" that would not have been insured under the "individual's" previous professional liability coverage as a "registered investment advisor", "financial planner" and/or "associated person" in force at the time of the "wrongful act".

Nothing herein contained shall vary, alter, waive or extend any of the terms, conditions, provisions, agreements, limitations or exclusions of this policy, other than as stated above.

By: \_\_\_\_\_  
Authorized Representative