

GENERAL STAR NATIONAL INSURANCE COMPANY
P.O. BOX 10360
STAMFORD, CONNECTICUT 06904
(administrative office)
(A stock insurance Company, herein called the Company)

**NEW YORK
ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY AND
ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY
POLICY**

NOTICE

**THIS IS A CLAIMS MADE POLICY
THE LIMITS OF LIABILITY OF THIS POLICY INCLUDE CLAIM EXPENSES**

If you applied for insurance with a Limit of Liability of \$500,000 per claim, or more, please be advised that your Policy may contain provisions which reduce the Limits of Liability stated in this Policy by "Claim Expenses", including defense attorney's fees and costs.

THIS IS A CLAIMS MADE POLICY. EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS**, WHICH HAPPENED ON OR AFTER THE **RETROACTIVE DATE** OR DURING THE **POLICY PERIOD**, THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE DURING THE **POLICY PERIOD**, ANY RENEWAL THEREOF, THE AUTOMATIC EXTENDED REPORTING PERIOD OR ANY OPTIONAL EXTENDED REPORTING PERIOD. AFTERWARDS, COVERAGE CEASES. A POTENTIAL GAP IN COVERAGE MAY ARISE WHEN THE OPTIONAL EXTENDED REPORTING PERIOD IS NOT FOR AN UNLIMITED TIME PERIOD. THIS POLICY CONTAINS PROVISIONS, WHICH REDUCE THE LIMITS OF LIABILITY STATED IN THE POLICY BY **CLAIMS EXPENSES**, INCLUDING DEFENSE ATTORNEYS' FEES AND COSTS. THE DEDUCTIBLE IS APPLICABLE TO **CLAIMS EXPENSES** AND **DAMAGES**. DURING THE FIRST SEVERAL YEARS OF CLAIMS MADE COVERAGE THE PREMIUM IS LESS THAN COMPARABLE COVERAGE WRITTEN ON AN OCCURRENCE BASIS AND SUBSTANTIAL ANNUAL PREMIUM INCREASES ARE EXPECTED UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND IN RELIANCE UPON THE STATEMENTS, REPRESENTATIONS AND WARRANTIES IN THE APPLICATION AND SUPPLEMENTS, WHICH ARE MADE A PART OF THIS POLICY, THE INSURANCE COMPANY SHOWN ON THE DECLARATIONS PAGE (HEREINAFTER CALLED THE "COMPANY"), AGREES WITH THE **NAMED INSURED**, SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS

OF THIS POLICY, AS FOLLOWS:

NOTICE:

THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This policy is not effective unless a DECLARATIONS PAGE is issued.

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NEW YORK
ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY AND
ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY POLICY

GENERAL STAR NATIONAL INSURANCE COMPANY, herein called the Company, agrees with the **Named Insured** as shown on the Declarations Page, which are made a part of this policy, in consideration of the payment of the premium, and in reliance upon the statements on the **Application** and the Declarations Page and subject to the Limits of Liability, exclusions, conditions and other terms of this policy, as follows:

SECTION I - COVERAGE

A. Professional Liability

The Company will pay on behalf of an **Insured** all sums which such **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Company** during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period or during any Optional Extended Reporting Period, if purchased, arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured** or any entity or individual for whom the **Named Insured** is legally liable, including an **Insured's** interest in joint ventures;

B. Architects, Engineers and Contractors Pollution Liability

The Company will pay on behalf of an **Insured** all sums which such **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against an **Insured** during the **Policy Period** and reported to the **Company** during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period or during any Optional Extended Reporting Period, if purchased, for a **Pollution Condition** arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured** or by any person, for whom the **Named Insured** is legally liable;

Provided always that such act, error, omission or **Personal Injury** stated in Paragraphs A. or B., above, happens:

1. During the **Policy Period**; or
2. Prior to the **Policy Period** provided that:
 - a. Such act, error, omission or **Personal Injury** happened on or after the **Retroactive Date** as indicated on the Declarations Page of this policy; and
 - b. The **Pollution Condition**, if applicable, happened on or after the **Retroactive Date** as indicated on the Declarations Page of this policy; and
 - c. At the inception of this policy each such **Insured** seeking coverage had no reasonable basis to believe that any **Insured** had breached a professional duty and each such **Insured** seeking coverage had no knowledge of an act, error, omission or **Personal Injury** that might reasonably be expected to result in such **Claim**; provided, however, that this paragraph shall not operate to preclude coverage under this policy for any **Insured** without such reasonable basis to believe and without such knowledge as of the inception of this policy.

C. Claims Expenses shall be part of, and not in addition to, the Limit of Liability specified in Item **3.** of the Declarations Page.

- D. In no event shall the Company be obligated to pay **Damages** or **Claims Expenses** or to defend, or continue to defend, any **Suit** after the applicable Limit of Liability as stated in Item 5. of the Declarations Page has been exhausted by payments of **Damages** or **Claims Expenses**.

The Company shall have the right and duty to defend any **Suit** against an **Insured** seeking **Damages** to which this insurance applies, even if any of the allegations of the **Suit** are groundless, false or fraudulent. However, the Company shall have no duty to defend any **Insured** against any **Suit** seeking solely **Damages** to which this insurance does not apply. For covered **Claims**, defense counsel may be designated by the Company, or with the Company's written consent and subject to Company' guidelines, designated by the **Insured**. The **Insured** may also engage additional counsel, solely at his, her or its own expense, to associate in the defense of any covered **Claim**. No **Insured** shall assume any liability or obligations; incur any costs, charges or expenses; or enter into any settlement without the Company's consent.

The Company shall also have the right to investigate any **Claim** and negotiate the settlement, as it deems expedient, but the Company shall not commit an **Insured** to any settlement without such **Insured's** consent. If an **Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the Company shall be relieved of any further **Claims Expenses** incurred thereafter and the Company shall have the right, but not the obligation, to withdraw from further defense of such **Claim** by tendering control of said defense to the **Insured**. The liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, as well as the **Claims Expenses** incurred by the Company up to the date of such refusal.

If the Company denies coverage for **Personal Injury** arising out of an accident, the Company shall, as soon as possible, give written notice of a disclaimer of liability or denial of coverage to the **Insured** and injured person or any other claimant.

SECTION II – ENTITIES AND PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A. The entity or person named in Item 1. of the Declarations Page as the **Named Insured**;
- B. Any **Predecessor in Business**;
- C. Any past or present principals, partners, officers, directors, stockholders, members, managing members or employees of any person or entity specified in Item A. or B. of this Section, but only while acting within the scope of their duties on behalf of such person or entity and while employed by such person or entity;
- D. Any non-affiliated person but solely for **Professional Services** performed within the course and scope of their written contract with, and on behalf of, the **Named Insured**, or **Predecessor in Business**;
- E. The estate, heirs, executors, administrators and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this policy;

In all events, coverage as afforded with respect to a **Claim** made against an **Insured**, as specified in

Paragraphs A. through E. of this Section, will only apply to an act, error, omission or **Personal Injury** committed or allegedly committed by such **Insured** after such **Insured** joined the entity specified in Paragraphs A. or B. of this Section.

SECTION III - LIMIT OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** covered under this policy or the number of claimants or the number of **Claims** made, the Company's liability is limited as follows:

- A. The Limit of Liability stated in Item **3.** of the Declarations Page as applicable to "each **Claim**" is the limit of the Company's liability for all **Damages** and **Claims Expenses** for "each **Claim**" covered. All **Claims** based upon or arising from the same or related acts, errors or omissions shall be considered a single **Claim** for the purpose of this insurance and shall be subject to the same Limit of Liability, and all such **Claims** shall be considered as first made at the earliest of the date the first **Claim** was made or the date the act, error, omission or **Personal Injury** was first reported to the Company.
- B. The Limit of Liability stated in Item **3.** of the Declarations Page as "aggregate" is, subject to the provision in this item A. respecting "each **Claim**", the total Limit of Liability under this policy for all **Damages** and **Claims Expenses** for all **Claims**.
- C. The Company's liability for **Damages** and **Claims Expenses**, as applicable, resulting from "each **Claim**" is in excess of the Deductible amount stated in Item **5.** of the Declarations Page. The Deductible amount applies to **Claims Expenses** and **Damages**.
- D. The total amount of **Damages** and **Claims Expenses** for which the **Insured** will be responsible as respects all **Claims** first made during any one **Policy Period** shall not exceed the Deductible amount stated in Item **5.** of the Declarations Page. The Company may make advance payment or pay any part or all of the Deductible amount in the investigation and settlement of any **Claim**, and upon notification of the action taken, the **Insured** shall reimburse the Company within thirty (30) days for such part of the Deductible amount as has been paid by the Company. Once the **Named Insured** has paid the **Deductible** amount shown in Item **5.** of the Declarations Page, the **Named Insured** does not have to pay any further amount as a Deductible regardless of how many **Claims** are reported under this policy. The **Named Insured** shall remit the Deductible within thirty (30) days of the Company's written demand.
- E. In the event the **Insured** participates in an **Alternative Dispute Resolution** to settle a **Claim** brought by a client of the firm, the Company will reduce the **Insured's** deductible obligation by 50% subject to a maximum reduction of \$25,000 per **Claim**. If the **Alternative Dispute Resolution** fails to resolve the **Claim**, and the **Claim** proceeds to litigation, the Deductible will apply without the reduction to any **Damages** and **Claims Expenses** incurred once the litigation has commenced.
- F. Limits of Liability During an Extended Reporting Period

The Company's limits of liability, to which this insurance may apply, during an Extended Reporting Period will be determined as follows:

1. The Company's Limit of Liability "each **Claim**" and "aggregate" during the Automatic Extended Reporting Period is equal to the amount remaining in the Company's Limit of Liability stated in Item **3.** of the Declarations Page as Limit of Liability "each **Claim**" and "aggregate", respectively, at the end of the **Policy Period**. The Automatic Extended Reporting Period does not increase the Company's Limit of Liability, but shall extend the time in which an **Insured** can give written

notice to the Company of **Claims** first made against the **Insured** during the **Policy Period** to which this insurance may apply.

2. The Company's Limit of Liability during any Optional Extended Reporting Period will be determined as follows:
 - a. If, when the **Insured** exercises its option to purchase an Optional Extended Reporting Period, such **Insured** has at least three (3) consecutive **Policy Periods** of ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY insurance issued by the Company, then an "each **Claim**" and "aggregate" limit of liability applicable to the Optional Extended Reporting Period shall be equal to and in addition to the amount stated in Item **3.** of the Declarations Page as Limit of Liability "each **Claim**" and "aggregate", respectively. The Limit of Liability stated in Item **3.** of the Declarations Page, which is applicable during the **Policy Period**, shall cease to be available during the Optional Extended Reporting Period.
 - b. If, when the **Insured** exercises its option to purchase an Optional Extended Reporting Period, such **Insured** has fewer than three (3) consecutive **Policy Periods** of ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY insurance issued by the Company, then an "each **Claim**" and "aggregate" limit of liability applicable to the Optional Extended Reporting Period shall be equal to the greater of:
 - i. The amount remaining in the Company's Limit of Liability stated in Item **3.** of the Declarations Page as Limit of Liability "each **Claim**" and "aggregate", respectively, at the end of the **Policy Period**. Such amount does not increase the Company's Limit of Liability, but shall extend the time in which an **Insured** can give written notice to the Company of **Claims** first made against the **Insured** during the **Policy Period** to which this insurance may apply; or
 - ii. An additional amount equal to fifty percent (50%) of the Company's Limit of Liability stated in Item **3.** of the Declarations Page as Limit of Liability "each **Claim**" and "aggregate", respectively. The Limit of Liability stated in Item **3.** of the Declarations Page, which is applicable during the **Policy Period**, shall cease to be available during the Optional Extended Reporting Period.
3. The Deductible as stated in Item **5.** of the Declarations Page shall apply during any Extended Reporting Period in the same manner as during the **Policy Period**.

SECTION IV - TERRITORY

To be covered under this policy, a **Claim** must be made and maintained and a **Suit**, if any, must be brought and maintained within the United States of America, its territories, possessions, Puerto Rico or Canada

SECTION V - DUTIES, ASSISTANCE AND COOPERATION OF INSURED

- A. As a condition precedent to any coverage under this policy, if any **Insured** becomes aware of a **Claim** against any **Insured** first made during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period, or any applicable Optional Extended Reporting Period, the **Insured** shall give to the Company written notice of such **Claim** as soon as practicable. The **Insured** shall forward to the **Company**, as soon as possible, every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

B. 1. Notice to the Company shall be given to:

General Star Management Company
P.O. Box 1255
Stamford, CT 06904
Fax: 866-914-3151
or
gstarclaims@generalstar.com
Attn: Professional Liability Claims

2. Notice given by or on behalf of the **Insured** or written notice given by or on behalf of any claimant to any authorized agent of the Company in this state, with particulars sufficient to identify the **Insured** shall be deemed notice to the Company.
3. Failure to give any notice required by this policy within the time prescribed shall not invalidate any **Claim** made by the **Insured**, injured person or by any claimant if it shall be shown that it was not reasonably possible to give such notice within the time prescribed and that notice was given as soon as was reasonably possible thereafter.
4. Failure to give any notice required to be given by the policy within the time prescribed herein shall not invalidate any **Claim** made by the **Insured**, injured person or any claimant unless the failure to provide timely notice has prejudiced the Company, except as provided in the above paragraph 3. of this section. This is a claims-made policy. The provisions in this paragraph are valid provided the **Claim** shall be made during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period or any applicable Optional Extended Reporting Period.

C. The Company has the right to investigate all **Claims** before determining if there is coverage. All **Insureds** shall give the Company such information and cooperation in the investigation, defense or settlement of the **Claim** as reasonably required by the Company, including but not limited to:

1. Immediately record the specifics of the **Claim** and the date received and send the Company copies of any demand letters, pleadings, notices, summonses, or other legal papers received in connection with the **Claim**,
2. Upon request, submit to examination under oath by a Company representative;
3. Attend hearings, and depositions as requested by the Company;
4. Assist in securing and giving evidence and obtaining the attendance of witnesses; and
5. Provide written statements to a Company representative and attend meetings with such representative for the purpose of investigation, defense and/or settlement, all without charge to the Company.

D. No **Insured** shall admit liability or confess to any judgment without the prior written consent of the Company.

E. No **Insured** shall, except at the Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without the prior written consent of the Company.

F. All **Insureds** will consent to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for an **Insured's** liability and any **Damages** awarded if **Suit** or any other proceeding is brought on the **Claim**.

G. If during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period or any applicable Optional Extended Reporting Period, any **Insured** first becomes aware of any circumstance, or a specific act, error, omission, **Personal Injury** or **Pollution Condition**, which

might reasonably be expected to give rise to a **Claim** being made against an **Insured**, and an **Insured** as soon as practicable gives written notice to the Company of the circumstances and the reasons for anticipating such a **Claim**, for which coverage may be provided under this policy, then any **Claim** made against an **Insured** arising directly out of such circumstances shall be deemed for the purposes of this policy to have been made during the **Policy Period** in which the notice was given. As a condition precedent for such notice to trigger any coverage:

1. Such notice must be received by the Company within the time prescribed by this policy; and
 2. Such notice must be specific and contain full particulars as to the circumstances potentially giving rise to a **Claim**, including:
 - a. A narrative setting forth when and how the **Insured** first became aware of the circumstances,
 - b. Dates of the underlying acts, errors or omissions comprising the circumstances,
 - c. Names of the potential plaintiffs and affected **Insureds** and other persons involved in the underlying facts,
 - d. The nature and scope of the anticipated **Claim**,
 - e. Causes of action to be asserted, and
 - f. All reasons why a **Claim** is reasonably anticipated.
- H. If a **Claim** gives rise to both covered and non-covered **Damages** or **Claims Expense** because the **Claim** involves both covered and non-covered matters and/or is brought against both covered and non-covered parties, then the **Insureds** and the Company agree to use best efforts to determine a fair and proper allocation between the covered **Damages** and **Claims Expenses** and non-covered amounts. In determining an allocation, the **Insureds** and Company agree to take into consideration the relative legal and financial exposures, and the relative benefits obtained in connection with the defense and/or settlement of a **Claim**, between the covered and non-covered parties and/or matters involved in the **Claim**. If the **Insureds** and Company cannot agree on a fair and proper allocation, then the Company shall advance the amounts the Company believes to constitute covered **Damages** and **Claims Expenses**, until a different allocation is negotiated, arbitrated or judicially determined. Any amounts so advanced shall not apply to or create any presumption of a fair or proper allocation for any other amounts.

SECTION VI - SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

A. ATTENDANCE AT TRIAL, HEARINGS OR ARBITRATION

Up to \$500 for loss of earnings to each individual **Insured** for each day or part of a day of such **Insured's** attendance at the Company's request at a trial, hearing or arbitration proceeding involving a **Suit** against such **Insured** for covered **Damages**; provided further that the maximum aggregate amount payable for all **Insureds** regardless of the number of trials, hearings or arbitration proceedings shall not exceed \$5,000.

B. DISCIPLINARY PROCEEDINGS

Up to \$10,000 for attorney fees, and other costs, expenses or fees resulting from the investigation or

defense of a proceeding before a state licensing board, local disciplinary board, self-regulatory agency, ethics commission or governmental regulatory body incurred as the result of a notice of a proceeding, first received by the **Insured** and reported to the Company during the **Policy Period**, any renewal thereof, the Automatic Extended Reporting Period or during any Optional Extended Reporting Period, if purchased, that arises out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by an **Insured**; provided further that \$10,000 is the maximum aggregate amount payable for all **Insureds** regardless of the number of proceedings or **Insureds**.

C. DEDUCTIBLE

The Deductible amount shown in Item 5. of the Declarations Page shall not apply to the supplementary payments under Paragraphs A. and B. of this Section.

SECTION VII - EXCLUSIONS

The Company has no obligation under this policy to pay **Damages** or **Claims Expenses** or to provide a defense, in connection with any **Claim** based on, arising out of or in any way related to:

- A. An illegal, dishonest, fraudulent, criminal, knowingly wrongful or malicious act, error, omission, or **Personal Injury** or an intentional or knowing violation of the law, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (commonly known as RICO), committed by, at the direction of, or with the knowledge of any **Insured**; provided, however, for any **Claim** otherwise covered by this policy, the Company will provide a defense until such time as an illegal, dishonest, fraudulent, criminal, knowingly wrongful or malicious act, error, omission, or **Personal Injury** or intentional or knowing violation of the law, is established by trial, court ruling, jury verdict, regulatory ruling or admission; provided further this exclusion shall not apply to any **Insured** who did not personally commit, or participate or acquiesce in, the act, error, omission, or **Personal Injury** or intentional violation of law that triggers this exclusion with respect to another **Insured**;
- B. The rendering of or failure to render **Professional Services** by any **Insured** in their capacity as an employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership or corporation or other business enterprise which is not defined as **Named Insured** or **Predecessor in Business**;
- C. Any obligations for which an **Insured** or any insurer may be liable under any workers' compensation, unemployment compensation, disability, retirement plan, pension or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974 (commonly known as ERISA), or any of its amendments, or any other similar state or local law, or any non-qualified plan, while any **Insured** is acting as a fiduciary within the meaning of such laws;
- D. The rendering of or the failure to render **Professional Services** for any entity, other than the **Named Insured**, which at the time of the act, error, omission or **Personal Injury** giving rise to the **Claim**, was owned, controlled, managed or operated by any **Insured**, provided, however, this exclusion shall not apply if at the time of the act, error, omission or **Personal Injury** the percentage of ownership in the entity, other than the **Named Insured**, by any **Insured**, his or her spouse, or a cumulation of **Insureds**, did not exceed 10%;
- E. Any disputes involving the restitution, reduction, disgorgement, set off, return, or payment of any form

of the **Insured's** fees, commissions, charges, or the failure to pay or collect premium, escrow or tax money, or the conversion, misappropriation, commingling or defalcation of funds or other property;

- F. Any dispute, **Suit**, action or similar proceeding made by an **Insured** against any other **Insured**, unless such **Claim** arises solely out of the rendering of or the failure to render **Professional Services** for an **Insured** by another **Insured**;
- G. An **Insured** acting or serving as an elected or appointed public official or employee of any governmental agency, body or subdivision; provided, however, this exclusion shall not apply to any **Claim** made by the governmental agency, body or subdivision, which is the **Insured's** client, and which arises solely and exclusively from the rendering of or the failure to render **Professional Services** by such **Insured** to the governmental agency, body or subdivision;
- H. Actual or alleged wrongful termination, discrimination, sexual misconduct or sexual harassment by an **Insured** against any past or present employee, officer or applicant for employment;
- I. Liability assumed by the an **Insured** under any oral or written contract or agreement, including any warranty or guarantee, except that this exclusion shall not apply to liability the an **Insured** would have in the absence of such contract, agreement or warranty;
- J. An **Insureds** advise or requirement to obtain or maintain any form of insurance, surety or bond, or the failure to do so;
- K. The design or manufacture of any goods or products which are sold or supplied by an **Insured**, or by others under license from an **Insured**;
- L. Faulty construction including construction methods, techniques, sequences, procedures, workmanship or the materials in any construction, erection, fabrication, installation, assembly or manufacturing process if performed or provided by an **Insured**, including materials, parts or equipment furnished in connection therewith;
- M. An **Insured** advising, procuring or failure to advise or procure any financing or pay or failure to pay any sums or moneys for any project, whether in whole or in part, including, but not limited to: land, taxes, materials, equipment, labor or cost;
- N. Infringement of a copyright, trademark, trade dress or patent;
- O. The **Insureds** ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, condemnation or entrustment to others of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances;

This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the act error or omission or **Personal Injury** with caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any automobile, aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

- P. Any waste or any products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock to a location beyond the boundaries of a site at which **Professional Services** are being rendered;

- Q. Any delay by or on behalf of the **Insured** with respect to the performance of any contract or agreement. This exclusion does not apply if such delay is the result of an act error or omission by or on behalf of the **Insured** in the rendering or failure to render **Professional Services**;
- R. Cost guarantees, or estimates of probable costs or cost estimates being exceeded;
- S. Any project that is insured under a project specific insurance policy;
- T. Asbestos, or any materials containing asbestos in whatever form or quantity; provided, that this exclusion does not apply to any **Claim** arising out of any act, error, omission or **Personal Injury** in rendering or failure to render **Professional Services** by or on an **Insured's** behalf, on or after 1st January 1990 or the **Retroactive Date** as indicated on the Declarations Page of this policy whichever is later.

SECTION VIII - DEFINITIONS

When used in this policy (including endorsements forming a part of the policy):

- A. **Alternative Dispute Resolution** means the use of mediation or non-binding arbitration proceedings in which the **Insured** participates with the consent of the Company.
- B. **Bodily Injury** means bodily harm, sickness, disease, emotional distress or death that results to any person.
- C. **Claim** means a demand for money, the filing of **Suit** or the institution of arbitration or mediation proceedings naming the **Insured** and alleging an act, error, omission or **Personal Injury** resulting from the rendering of or failure to render **Professional Services**.

Claim does not include a proceeding seeking only injunctive or other non-pecuniary relief or that portion of a proceeding seeking injunctive or other non-pecuniary relief that also seeks monetary relief.

- D. **Claims Expenses** means:
 1. Fees charged by an attorney(s) designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Company, or by an **Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company or an **Insured**, or fees and expenses of independent adjusters;
 2. All costs taxed against an **Insured** in a **Suit**, and all interest on the entire amount of any judgment which accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment which does not exceed the applicable Limit of Liability;
 3. Prejudgment interest which, when payable under this policy, will not exceed the applicable Limit of Liability; or
 4. Premiums on appeal bonds and premiums on bonds to release attachments in a **Suit**, but not premiums for bond amounts in excess of the applicable Limit of Liability; provided, however, notwithstanding the foregoing, the Company shall have no obligation to pay for or furnish any bond.
- E. **Clean up Costs** means reasonable and necessary costs, charges and expenses incurred with the

prior written consent of the Company in the investigation, removal or neutralization of a **Pollution Condition**, provided such costs, charges and expenses are caused by a **Pollution Condition** arising out of the rendering of or failure to render **Professional Services** by or on behalf of the **Insured**.

- F. **Construction Manager** means a provider of construction expertise in the form of recommendations to the owner and design professional(s) during the planning and design phases, the scheduling of construction and the overall coordination of the separate prime contractors during the construction phase, but does not include:
1. Responsibility for construction methods, techniques, sequences, procedures or workmanship; and
 2. Responsibility for the materials in any construction, erection, fabrication, installation, assembly or manufacturing process if performed or provided by an **Insured**, including materials, parts or equipment furnished in connection therewith.

- G. **Damages** means compensatory judgments, settlements or awards the **Insured** is legally obligated to pay, but does not include:
1. Punitive or exemplary **Damages**, fines or penalties, sanctions, the return of fees or other consideration paid to the **Insured** or matters uninsurable in the jurisdiction governing this policy
 2. **Claims Expenses**.
 3. Attorney fees or litigation expenses or other loss, cost or expense in connection with any injunction or other equitable relief;
 4. Consideration owed by or paid to any **Insured** in connection with rendered **Professional Services**, including any restitution or return of any charges or fees; or
 5. Loss, cost or expense to perform any obligation assumed by or on behalf of any **Insured**.

However, if a **Suit** is brought against an **Insured** with respect to a **Claim** for an alleged act, error, omission or **Personal Injury** falling within the scope of coverage afforded by this policy, and such **Suit** seeks both compensatory and punitive or exemplary **Damages**, then the Company will afford a defense to such **Suit** without liability for payment of such punitive or exemplary **Damages**.

- H. **Insured** means any person or organization qualifying as an **Insured** under SECTION II – ENTITIES AND PERSONS INSURED. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, except with respect to the Limit of Liability.
- I. **Named Insured** means the person or organization named in Item 1. of the Declarations Page.
- J. **Personal Injury** means:
1. False arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; or
 2. The publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.
- K. **Policy Period** means the period from the inception date of this policy to the policy expiration date as set forth on the Declarations Page, or its earlier termination date, if any.
- L. **Pollution Condition** means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soots, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **Bodily Injury**, **Property Damage** or **Clean up Costs**.

- M. **Predecessor in Business** means any entity which has undergone dissolution and:

1. Some or all of such entity's principals, owners, officers or partners have joined the **Named Insured**, provided such persons were responsible for producing in excess of 50% of the prior firm's annual gross revenues and such billings have been assigned or transferred to the **Named Insured**; or
 2. At least 50% of the principals, owners, partners or officers of the prior entity have joined the **Named Insured**; or
 3. The **Named Insured** has assumed 50% or greater of the prior entity's assets and liabilities.
- N. **Professional Services** means those services as endorsed hereon and specifically described in the application which an **Insured** is legally qualified to perform for others including **Professional Services** as an:
1. Architect or engineer;
 2. Landscape architect, land surveyor or planner; or
 3. **Construction Manager**.
- O. **Property Damage** means:
1. Physical injury to or destruction of any tangible property, including the loss of use thereof; or
 2. Loss of use of tangible property that has not been physically injured or destroyed.
- P. **Retroactive Date** means the date as shown on the Declarations Page, or any endorsement attached hereto, on or after which any act, error, omission or **Personal Injury** must have occurred in order for any **Claim** arising therefrom to be covered under this policy. If none is shown, the **Retroactive Date** will be the effective date of the first policy issued by the Company to **Named Insured**.
- Q. **Suit** means a civil adjudicatory proceeding in a court of law in the United States of America, its territories, possessions, Puerto Rico or Canada.

SECTION IX – AUTOMATIC AND OPTIONAL EXTENDED REPORTING PERIODS

A. Automatic Extended Reporting Period

An automatic sixty (60) day extended reporting period, effective at the termination of the **Policy Period**, will be provided by the Company at no additional cost. This Automatic Extended Reporting Period shall extend the time in which an **Insured** can give written notice to the Company of **Claims** first made against the **Insured** during the **Policy Period** for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services**, occurring prior to the termination of the **Policy Period**, subject to its terms, limitations, exclusions and conditions.

B. Optional Extended Reporting Period Option

In the event of cancellation or nonrenewal of this policy by the **Named Insured** or the Company for reasons other than the **Named Insured's** noncompliance with the terms and conditions of the policy or the nonpayment of the premium or the deductible, or if the Company offers any change in coverage less favorable to the **Insured**, including but not limited to decrease in limits, reduction of coverage, increase in deductible or self-insured retention or new exclusion, the **Named Insured** shall have the right to purchase an extension of coverage for the time periods and subject to the premiums set forth below:

1. 100% of the full annual premium for this policy, for a period of twelve (12) months;

2. 150% of the full annual premium for this policy, for a period of twenty-four (24) months;
3. 200% of the full annual premium for this policy, for a period of thirty-six (36) months;
4. 210% of the full annual premium for this policy, for a period of forty-eight (48) months;
5. 225% of the full annual premium for this policy, for an unlimited period.

This Optional Extended Reporting Period shall extend coverage to **Claims** first made against an **Insured** and reported to the Company in writing as soon as practicable during the Optional Extended Reporting Period or Automatic Extended Reporting period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** occurring prior to the termination of the **Policy Period**, subject to all of the other terms, limitations, exclusions and conditions of the policy.-

A written request to the Company must be made by the **Named Insured** accompanied by full payment of the premium due and received by the Company either (1) within sixty (60) days after the effective date of the cancellation or non-renewal or (2) within thirty (30) days after the **Company** mails written notice advising of the availability of Extended Reporting Period coverage, whichever is greater. If the **Named Insured** has been insured by the Company for a period of one (1) year or longer, cancellation for non-payment or fraud shall not prevent the **Insured** from purchasing this Optional Extended Reporting Period.

C. **Death, Disability or Retirement of Insured**

If the **Named Insured** is a sole proprietor and the **Named Insured** dies or becomes permanently and totally disabled during the **Policy Period**, a sixty (60) month Optional Extended Reporting Period will be granted at no additional premium, provided that:

1. Within sixty (60) days of the death or permanent and total disability the **Named Insured's** estate requests the unlimited period Optional Extended Reporting Period; and
2. The **Named Insured's** estate furnishes written evidence and proof of the date of the **Named Insured's** death; or
3. The **Named Insured** provides evidence and proof of the permanent and total disability, including the date of the actual disability and written certification by the **Named Insured's** attending physician; and
4. The **Named Insured** agrees to submit to any medical examination(s) as requested by the Company, by any physician designated by the Company, for the purpose of verifying such permanent and total disability.

If the **Named Insured** is a sole proprietor, after reaching age 65, and having been continuously insured by the Company on a claims-made basis for a minimum of three (3) years the **Named Insured** retires during the **Policy Period**, a sixty (60) month Optional Extended Reporting Period will be granted at no additional premium provided that the **Named Insured** within sixty (60) days of the retirement requests the sixty (60) month Optional Extended Reporting Period. The Company's liability for such sixty (60) month Optional Extended Reporting Period will be the lesser of the "each **Claim**" Limit of Liability stated in Item 3. of the Declarations Page or \$1 million "each **Claim**" / \$1 million "aggregate".

D. **Termination of Any Optional Extended Reporting Period Option**

The Optional Extended Reporting Period may not be canceled. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned and the Company shall not be liable to return to any **Insured** any portion of the premium for any Optional Extended Reporting Period.

E. Miscellaneous

1. Any Extended Reporting Period shall not extend the **Policy Period**. Furthermore, the Automatic Extended Reporting Period does not extend the time to purchase the Optional Extended Reporting Period.
2. The Deductible amount shown in Item **5.** of the Declarations Page shall apply to any **Section IX. B. - Optional Extended Reporting Period Option**.
3. If the **Named Insured** is a corporation, partnership or other entity, which:
 - a. Is placed in liquidation, bankruptcy or permanently ceases operations; and
 - b. Does not purchase any Optional Extended Reporting Period;

Then any person, who is an **Insured**, may purchase an Optional Extended Reporting Period by submitting a written request to the Company within 120 days of termination of this policy. The Company shall provide the coverage to such person only and will determine a commensurate premium. The Company has no obligation to notify such person of the termination of this policy or the availability of any Extended Reporting Period.

SECTION X - GENERAL CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. The **Named Insured** shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at such times as the Company may direct.

B. Assistance and Cooperation of Insured

All **Insureds** shall fully cooperate with the Company in the defense of any **Claim** made under this policy. Upon the Company's request, all **Insureds** shall assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution, subrogation or indemnity against any person, organization or other insurer which may be liable to the **Insured** or the Company for **Damages** or **Claims Expenses**. An **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No **Insured** shall, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense. An **Insured** may provide for **Alternative Dispute Resolution** with a client under an engagement letter or any other written contract as long as such agreement is executed in writing prior to any **Claim** or such **Insured's** awareness of any act, error, omission or **Personal Injury** that might reasonably be expected to give rise to a **Claim**.

All **Insureds** will consent to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the **Insured's** liability and any **Damages** awarded if **Suit** or any other proceeding is brought on the **Claim**.

C. Assignment

This policy may not be assigned without first obtaining the written consent of the Company. No **Insured's** rights under this policy are assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall terminate for such person, but shall cover the **Insured's** legal representative with respect to liability previously incurred and covered by this insurance.

D. Legal Action Against The Company

No action shall lie against the Company unless, as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this policy and the amount of the **Insured's** obligation to pay shall have been finally determined either by final judgment against the **Insured** or by written agreement of the **Insured**, the injured person, the claimant and the Company. The **Insured** may take action against the Company if payment for **Damages** under this policy remains unsatisfied after 30 days from the serving of notice of entry of judgment upon the **Insured** or a representative of the **Insured**, and upon the Company, unless the payment is withheld during a stay or limited stay of execution on such judgment.

If the Company denies coverage based on the failure to provide timely notice of a **Claim** for **Personal Injury** of any person, then the **Insured**, injured person or claimant may maintain an action directly against the Company, in which the sole question is the Company's denial based on the failure of the **Insured** to provide timely notice, unless within sixty (60) days following the denial, the **Insured** or the Company:

1. Initiates an action to declare the rights of the parties under the insurance policy; and
2. Names the injured person or other claimant as a party to the action.

E. Conformity to Statute

In the event that any terms, conditions or exclusions of this policy conflict with any applicable law, the terms of this policy shall, by this statement, be amended to conform to such law or laws.

F. Other Insurance

If there is other valid insurance (whether primary, excess, contingent or qualified self-insurance, including Extended Reporting Period coverage in the **Insured's** previous insurance) which may apply to a **Claim** covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable Limit of Liability of all other insurance or qualified self-insurance.

1. When this insurance is excess, the Company shall have no duty under this policy to defend any **Claim** or **Suit** that any other insurer or qualified self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim** or **Suit**, the Company shall be entitled to the **Insured's** rights against all other insurers or qualified self-insurers for any **Claims Expenses** and **Damages** incurred by the Company.
2. If a loss occurs involving two or more policies of valid insurance, each of which provides that its insurance shall be excess, each will contribute pro rata. The Company's pro rata amount is the ratio of the Company's Limits of Liability to the limits of the other policies. Only one policy shall have a duty to defend. The policy with the greatest financial exposure, based on Limits of Liability of the policies applicable to the loss, shall have the duty to defend. If no policy has the greatest financial exposure, then the **Insured** and the Company agree to use best efforts with fair and proper reasoning to determine which policy has the duty to defend among all of the insurers (including qualified self-insurers), whose insurance is applicable to the loss. If the parties cannot agree after using fair and proper reasoning, the Company shall have a duty to defend and advance the amounts the Company believes to constitute covered **Claims Expenses**, until a different decision is negotiated, arbitrated or judicially determined. At such time, the Company will tender its defense obligations in an orderly manner to the responsible party. Any amounts so advanced shall apply pro rata to this policy and shall not apply to or create any presumption of a fair or proper allocation for any other amounts that the Company is obligated.

G. Subrogation

To the extent of any payment under this policy, the Company shall be subrogated to all the **Insured's**

rights of recovery against any person, organization or entity, and all **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **Insured** shall do anything after any loss to prejudice or terminate such rights and shall fully cooperate with the Company. The Company shall not exercise any such rights against any **Insured**. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an **Insured** arising from a **Claim** brought about or contributed to by any dishonest, criminal, fraudulent, malicious or illegal acts or omissions.

H. **Renewal of a Claims-made Policy**

The reference to "any renewal" of this claims-made policy does not permit duplicate **Claims** under multiple **Policy Periods**, nor a late **Claim** under a prior **Policy Period**, for example, where a subsequent policy's limits have been exhausted. Nor does the prejudice standard for late notice apply when notice is given under a claims-made policy after the expiration of:

1. The **Policy Period** governing the time during which the event occurred;
2. The renewal of this policy; and
3. Any applicable Optional Extended Reporting Period under this policy.

The notice provisions required by Insurance Law 3420 (a) in the State of New York are not intended to vitiate the purpose of claims-made policies by creating overlapping coverage periods that would not exist but for the provisions of and amendments to Insurance Law 3420 (a).

I. **Cancellation**

This policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective.

The policy may be canceled by the Company by mailing to the **Named Insured** at the address shown on the policy Declarations Page written notice stating when not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If either the **Named Insured** or the Company cancels, earned premium shall be the prorated amount of the annual premium. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the Limit of Liability has been exhausted as a result of a **Claim**, the entire premium shall be considered earned.

J. **Nonrenewal**

The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the address stated on the Declarations Page written notice of nonrenewal at least sixty (60) days before the expiration date of this policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

K. **Changes**

The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.

L. Bankruptcy or Insolvency of Insured

Bankruptcy or insolvency of an **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations under this policy. In the event of the bankruptcy, insolvency, or dissolution of an **Insured**, the Company shall have, at its sole option, the right to settle any **Claim** without obtaining the consent of the **Insured**.

M. Declarations and Application

By acceptance of this policy, all **Insureds** agree that the statements in the application are the **Insureds'** agreements and representations, that they shall be deemed material, that this policy is issued in reliance upon the truth of such representations that this policy embodies all agreements existing between the **Insureds** and the Company or any of its agents relating to this insurance.

N. Transfer of Duties When a Limit of Liability Is Used Up

1. If the Company concludes, based on **Claims** reported to the Company to which this insurance may apply, that the Limit of Liability stated in Item **3.** of the Declarations Page as "Aggregate" is likely to be used up by any pending payment, the Company shall notify the first **Named Insured**, in writing, to that effect.
2. When such "Aggregate" described in Paragraph 1. above has actually been used up by payments to which this insurance applies:
 - a. The Company will notify the first **Named Insured**, in writing, as soon as practicable, that:
 - i. Such limit has actually been used up; and
 - ii. The duty of the Company to defend any **Suit** against the **Insured** seeking **Damages**, subject to such "Aggregate", has also ended.
 - b. The Company shall initiate, and cooperate in, the transfer of control, to any appropriate **Insured**, of all **Claims**, including **Suits** seeking **Damages**, which are subject to such "Aggregate" limit and which are reported to the Company before such limit is used up. That **Insured** must cooperate in the transfer of control of said **Claims** and **Suits**. The Company agrees to take steps as the Company deems appropriate to avoid a default in, or continue the defense of, such **Suits** until such transfer is completed, provided the appropriate **Insured** is cooperating in completing such transfer. The Company shall take no action whatsoever with respect to any **Claim**, or **Suit** seeking **Damages**, that would have been subject to such "Aggregate" limit, had it not been used up, if the **Claim** or **Suit** is reported to the Company after such "Aggregate" limit was used up.
 - c. The first **Named Insured**, and any other **Insured** involved in a **Suit** seeking **Damages** subject to such limit, must arrange for the defense of such **Suit** within such time period as agreed to between the appropriate **Insured** and the Company. Absent any such agreement, arrangements for the defense of such **Suit** must be made as soon as practicable.
3. The first **Named Insured** shall reimburse, within thirty (30) days of written notice by the Company, the amount that the Company incurred as **Claims Expenses** in taking those steps the Company deemed appropriate in accordance with Paragraph 2.b. above. The duty of the first **Named Insured** to reimburse the Company will begin on:
 - a. The date on which the applicable "Aggregate" limit is used up, if the Company sent notice in accordance with Paragraph 1. above; or
 - b. The date on which the Company sent notice in accordance with Paragraph 2.a. above, if the Company did not send notice in accordance with Paragraph 1. above.

4. The exhaustion of such "Aggregate" limit by payments to which this insurance applies, and the resulting end of the Company's duty to defend, will not be affected by the Company's failure to comply with any of the provisions of this Condition.

O. Reimbursement

While the Company has no duty to do so, if the Company pays **Damages** or **Claims Expenses**:

1. Within the amount of the applicable Deductible;
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.

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

P. Liberalization

If the Company adopts, during the **Policy Period**, any revision that without additional premium would broaden coverage under this policy, the broadened coverage will apply to this policy effective when the provision has been approved by the appropriate regulatory authority but such provision shall only apply to **Claims** first made after the date such approval is received by the Company.

IN WITNESS WHEREOF the **General Star National Insurance Company** has caused this policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the DECLARATIONS by an authorized representative of the Company.

GENERAL STAR NATIONAL INSURANCE COMPANY



Secretary



President

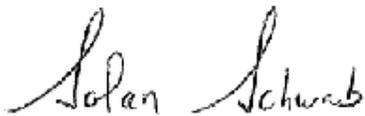
GENERAL STAR NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE PAGE

IN WITNESS WHEREOF the **GENERAL STAR NATIONAL INSURANCE COMPANY** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut.

GENERAL STAR NATIONAL INSURANCE COMPANY



Secretary



President