The Disseminator<sup>SM</sup> content liability policy

**Notice**
Please read this policy carefully and contact your agent or broker with any questions.

Claim expenses and damages within the Retention must be paid by you and will not reduce the Limits of Liability. Covered claim expenses and damages above the Retention are payable under the policy and will reduce the Limits of Liability.

Some provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties, and what is and what is not covered. We will not pay money or perform acts or services unless explicitly provided for in this policy.

**Introduction**
The words “we”, “us”, and “our” mean the insurance company stated on the Declarations Page of this policy.

The words “you” and “your” mean any person or entity described in the definition of “you” or “your” in Part III – Definitions.

The words “bloopers” and “content services” are defined in Part I – Covered.

Except for captions and the definitions referred to above, all other words and phrases in bold type are defined in Part III – Definitions.

In return for payment of the premium, and subject to all the terms and conditions of this policy, including any changes, additions or deletions made by endorsements that we issue forming a part of this policy, we agree with you as follows:

**Part I – Covered**

A. Insuring Agreement
*We* will pay on your behalf money in excess of the Retention that *you* legally have to pay as claim expenses and damages because of a covered claim caused by a bloopers in your content services, regardless of when the claim is first made.

Bloopers means the following when allegedly or actually done by you or on your behalf:
1. any form of the following, but only as a result of content:
defamation, disparagement or harm to the character, reputation or feelings of any person or entity, including libel, slander, product or service disparagement, trade libel, failure to portray a person or entity in a represented manner or light, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, commercial appropriation of name or likeness, communications signal interception and eavesdropping;
3. wrongful entry or eviction, trespass or other invasion of the right of private occupancy;
4. refusal to reveal a confidential source of information, but only when involving an alleged or actual action described in 1. – 3. above;
5. false arrest, detention, imprisonment, malicious prosecution or mousetrapping;
6. infringement of copyright, plagiarism or misappropriation or unauthorized use of ideas under implied contract;
7. infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name;
8. piracy, but only when it directly relates to copyright or trademark infringement;
9. misuse of an intellectual property right in content, but only when it results in bloopers described in items 6. – 8. above;
10. breach of or failure to maintain confidentiality or protect a confidential source; and
11. errors, omissions or negligent acts.

Blooper does not include any act, error or omission arising out of, relating to, contributing to or constituting any of the following: patent infringement or inducement to infringe a patent; misuse of a patent; or theft, misappropriation, disclosure or misuse of trade secrets.

All bloopers that happen on or after the Start Date of the first policy we issue to you and before the End Date of the last policy we issue to you in an uninterrupted succession of renewed policies and that are the same, continuous, repeated or in a series of interrelated bloopers or are temporally, logically or causally connected by facts, circumstances, situations, transactions, events, advice, dissemination, utterances or decisions are deemed to be a single blooper happening at the time the earliest of those bloopers happened during that time period.

Content services means:
1. acquisition, investigation, research, development, aggregation and dissemination of content by you;
2. activities performed on your website(s);
3. advertisement of your content services by you; and
4. additional services specified below that are performed by you for others: no additional services.

B. When We Insure
This policy applies to a blooper only if:
1. the **blooper** happened on or after the Start Date stated in item 2 of the Declarations Page and before the end of the **policy period**; and

2. none of **you** knew prior to the Start Date of this policy of a fact or circumstance that could reasonably be expected to lead to a **claim**.

All **claims** arising from the same **blooper** as defined in Part I – Covered, A. Insuring Agreement are considered to be one **claim** and the Limits of Liability and Retention in effect at the time the first **blooper** happened will apply.

C. Defense and Settlement

1. For covered **claims** brought within the United States of America (including its territories or possessions), Puerto Rico or Canada, **we** have the right and duty to defend **you**. **We** have the right to appoint counsel and investigate any **claim** as **we** deem necessary.

   However, the **first named insured** has the option to elect to appoint counsel and arrange for the investigation and defense of a covered **claim** as is reasonably necessary, only if:

   a. the **first named insured** has first obtained **our** prior written consent and agreed in writing to comply with **our** claims handling guidelines; and

   b. the investigation and defense is conducted under **our** supervision.

   If the **first named insured** elects this option and has complied with the provisions stated above, **we** will pay **you** back for all reasonable **claim expenses you** incur with **our** consent in excess of the Retention and subject to the Limits of Liability of the policy described in Part IV. A.

2. For covered **claims** brought outside the United States of America (including its territories or possessions), Puerto Rico or Canada, **we** have the right but not the duty to defend **you**, appoint counsel and investigate. If **we** choose not to defend **you**, appoint counsel or investigate a covered **claim**, the **first named insured**, under **our** supervision, will arrange for the investigation and defense of such **claim** as is reasonably necessary. **We** will pay **you** back for all reasonable **claim expenses and damages you** incur with **our** consent in excess of the Retention and subject to the Limits of Liability of the policy described in Part IV. – Limits of Liability and Retention, A. Limits of Liability.

3. **You** may not settle any **claim**, regardless of where it is brought, without **our** prior written consent, even if the amount is within **your** Retention. **We** have the right to settle all **claims**, unless the **first named insured** objects as set forth below. **We** will notify the **first named insured** of any settlement recommended by **us** and acceptable to the claimant, prior to **our** settling a **claim**. If the **first named insured** disagrees with the recommended settlement, then the **first named insured** must notify **us** in writing of the disagreement prior to the settlement. Upon **our** receipt of such notice, **our** duty to defend, if any, will cease, and **our** duty to pay will be limited
to the amount, excess of the Retention, of damages for which we could have settled the claim and claim expenses incurred up to the time we made our recommendation. Control of the defense will be tendered to you.

4. If the total of claim expenses and damages for any claim are within your Retention, we will have no duty to pay on that claim.

5. We will not be obligated to pay or reimburse any claim expenses or damages or defend any claim after we have used up the applicable Limit of Liability by payment of claim expenses and/or damages.

Part II – Not Covered!
Exclusions

A. We will not pay claim expenses and/or damages or defend any of you for any blooper or claim arising out of or in any way related to any actual or alleged:
1. bodily injury, sickness or disease and any resulting death; or humiliation, mental anguish, mental injury, pain and suffering or shock that results in or from bodily injury, sickness, disease or death;
2. physical damage to, loss or destruction of tangible property including any resulting loss of use. However, this exclusion does not apply to data, information or software if the tangible property on which it resides is not physically damaged, lost or destroyed;
3. breach of express or implied contract, warranty or guarantee;
4. contests, lotteries, sweepstakes or games of chance;
5. spike in, surge of, decrease in, disruption of, fluctuation in or failure of any infrastructure service or utility provided by a third party, including but not limited to power, water, gas, communications or connectivity. However, this exclusion does not apply to any of the foregoing if directly caused by a blooper;
6. direct electronic transfer of funds or money; or transactions involving commodities, securities, negotiable instruments, or other financial or investment instruments;
7. price-fixing, unfair competition, restraint of trade, antitrust violations, unfair or deceptive business practices or any violation of any securities, corporate governance or consumer protection laws, Racketeer Influenced and Corrupt Organizations Act (RICO) or any similar local, state, federal or foreign equivalent laws or regulations;
8. failure of goods, products or services to conform with the quality or performance stated in content;
9. acts, errors or omissions by you related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds, trusts or any other type of employee benefit; or any violation of the Employee Retirement Income Security Act of 1974 (ERISA) or any amendments to the Act or any similar local, state, federal or foreign equivalent law or regulation;
10. employer – employee relations, employment practices or other business activities by you when the activities are not directly related to content services;
11. harassment, misconduct or discrimination because of or relating to: race, color, national origin, creed, religion, age, sex, gender, sexual preference or orientation, marital status, military service, handicap, disability, health condition, pregnancy or any other protected class under any local, state, federal or foreign equivalent law or regulation;
12. criminal act;
13. electromagnetic radiation, including but not limited to magnetic energy, waves, fields or forces;
14. pollution or the presence of or the actual, alleged or threatened generation, contamination, discharge, dispersal, release, seepage, migration or escape of any pollutant or irritant; or the testing, monitoring, clean-up, removal, assessment, containment, treatment, detoxification or neutralization of any pollutant or irritant or the failure to do so, whether or not the pollution or condition is or was sudden, accidental, gradual, intended, expected, or preventable or whether or not any of you caused or contributed to the pollution or condition;
15. your bankruptcy, insolvency, receivership or liquidation; but the bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this policy;
16. security incident, breach or attack, including but not limited to denial or disruption of service, unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into data, software, firmware, systems or networks or identity theft or credit/debit card fraud;
17. nuclear reaction, nuclear radiation, or radioactive contamination;
18. terrorism; this exclusion shall apply and prevent any and all coverage for claims arising from terrorism, regardless of whether any other cause or event that otherwise would be covered contributes in any way to the bloopers or claims;
19. war or hostile acts; this exclusion shall apply and prevent any and all coverage for claims arising from war or hostile acts, regardless of whether any other cause or event that otherwise would be covered contributes in any way to the bloopers or claims; or
20. tortious interference with the contractual or business relations of others.

B. We will not pay claim expenses or damages for any bloopers or claims arising out of or in any way related to any:
1. dishonest or fraudulent act or omission by you;
2. act or omission committed while knowing it was wrongful, except this item 2 does not apply to any claim arising from any bloopers described in items 1 through 10 of the definition of bloopers in Part I – Covered, A. Insuring Agreement;
3. intentionally: false, fraudulent, deceptive, misleading or misrepresentative advertising or sales activities by or known by you; or
4. information gathering or investigative techniques in content services that you knew could reasonably be expected to cause harm;
when such act, omission or knowledge is established by your admission or final adjudication by a jury, court or arbitrator. However, exclusions B.1. - 4. above do not apply to any of you who did not commit, acquiesce or participate in or remain passive after having knowledge of the actions that gave rise to the claim. The knowledge, action or inaction of an executive officer will be imputed to the named insured.

C. We will not pay claim expenses or damages or defend any of you for any claim brought by or on behalf of:
1. any of you; however, this exclusion will not apply to any claim brought by any of you described in items 3, 6 and 7 of the definition of you when the claim is brought in their capacity as a client or customer of a named insured for content services or the subject of content;
2. any entity which is a parent, affiliate, subsidiary, joint venturer, co-venturer, or other entity in which any of you owns an interest either individually or collectively of more than ten percent (10%) of the total ownership;
3. any entity in which any of you is a partner, proprietor, director, officer, supervisor, employee, receiver or trustee;
4. any entity directly or indirectly controlled, managed or operated by any of you;
5. any agent or independent contractor supplying content, materials or services to any of you when the claim arises from or relates to the ownership or exercise of rights in the content, materials or services supplied; or
6. any local, state or federal government body, subdivision or agency; any regulatory body, bureau or agency; any licensing entity that issues or administers business or professional licenses; or any entity that licenses or administers intellectual property including but not limited to ASCAP, BMI, SESAC or RIAA; or any foreign equivalent of any of the foregoing. However, this exclusion will not apply when the claim is brought in their capacity as a client or customer of a named insured for content services.

D. We will not pay claim expenses or damages or defend any of you for any blooper or claim arising out of or in any way related to any actual or alleged blooper or claim that:
1. has been reported under any other policy, or
2. is the subject of any litigation prior to the Start Date of this policy.

Part III - Definitions

Claim means a written, e-mail or other digital demand for damages, injunctive or non-monetary relief. This includes a suit, administrative action, arbitration or other type of alternative dispute resolution proceeding against any of you.

Claim does not mean a criminal proceeding.
Claim expenses means reasonable and necessary costs incurred by us or by you, with our prior written consent, in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered claims.

1. Claim expenses include:
   a. attorney fees;
   b. costs taxed against you in a claim;
   c. pre-judgment interest awarded against you on that part of the judgment we pay, but if we make an offer to pay the applicable Limit of Liability we will not pay any interest which accrues after our offer of payment;
   d. interest that accrues on the covered part of a judgment after the entry of the judgment and before we have paid, tendered, or deposited in court the part of the judgment that is within the remaining applicable Limit of Liability;
   e. costs of appeal bonds or bonds to release attachments, but only for bond amounts within the remaining applicable Limit of Liability. We do not have to furnish these bonds;
   f. actual loss of earnings up to $500 per day that each of you personally incur at our request because of time off from work; and
   g. retraction or correction of content costs you incur at our request.

2. Except as provided for in 1.f. above, claim expenses do not include salaries, other compensation or expenses of your employees.

Content means data, digital code, images, mask works, scents, sounds, tastes, text, or textures.

Contractor agreement means a written, signed agreement executed by the named insured and is with an individual person who is an independent contractor or agent, but only when such agreement:
1. specifies the actual content services to be performed by the independent contractor or agent on the named insured’s behalf;
2. provides that the content services performed by the independent contractor or agent will be under the supervision of the named insured;
3. states that the named insured will indemnify the independent contractor or agent for the content services performed on the named insured’s behalf; and
4. is entered into before a blooper happens which leads to a claim.

Damages means a money judgment, award or settlement that you legally have to pay including exemplary, punitive or multiplied damages where insurable.

Damages does not include:
1. the fee, cost, charge or contract price for your content services;
2. any type of refund, credit, redemption, discount, coupon, offset, rebate or return including, but not limited to: licensing fees, subscription charges, access fees, royalties or any other type of fee or charge;
3. any gain, profit or advantage to which you are not legally entitled including, but not limited to: disgorgement of profits, money, credits or any other form of unwarranted financial benefit;
4. any criminal or civil fines or penalties against any of you, or fines related to a contempt citation;
5. any payment you make without our prior written consent;
6. any type of expense you incur to comply with any non-monetary or injunctive relief;
7. any type of expense you incur to recall, repair, fix, correct, complete, reperform or upgrade your content services in whole or in part; or which another party incurs for such actions, if you had the opportunity to take any of the actions; or
8. future: use charges, licensing fees or royalties.

Executive officer means a person holding any of the officer or director positions created by your charter, by-laws, constitution or any similar governing document.

First named insured means the named insured stated first in item 1 of the Declarations Page.

Hostile acts means nationalization; seizure of property, services or infrastructure of any kind by force, threat or by a government; imposition of martial law; riot; or civil commotion.

Named insured means the persons or entities stated in item 1 of the Declarations Page; and any subsidiary.

Policy period means the time beginning with the Start Date stated in item 2 of the Declarations Page and ending with the earlier of: the cancellation or termination date; or the End Date stated in item 2 of the Declarations Page.

Pollutant or irritant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: asbestos, mold, lead, silica, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological material, synthetic material, bacteria, waste and any other matter designated as a pollutant, irritant or toxic material by local, state or federal government body, subdivision, agency, regulatory body, or foreign equivalent. Waste includes, but is not limited to: materials to be recycled, reclaimed or reconditioned.

Subsidiary means any corporation or limited liability company of which one or more named insureds directly own, individually or collectively, on the Start Date of this policy, more than fifty percent (50%) of the issued and outstanding voting stock or membership interest; and which was disclosed in the application and other information and material submitted to us in applying for this policy.

Subsidiary also includes any corporation or limited liability company in which one or more of the named insureds acquire during the policy period more than fifty percent (50%) of the issued and outstanding voting stock or membership interest, but only if within sixty (60) days of the acquisition all of the following terms have been complied with:
1. the first named insured has requested, in writing or by e-mail, coverage for the new acquisition;
2. you have provided us with full details of the new acquisition and all other information we may require;
3. you have agreed to pay all additional premium related to the new acquisition; and
4. the first named insured has agreed to all changes in the terms and conditions of this policy by us relating to the new acquisition.

If we receive within sixty (60) days of the acquisition a request in writing or by e-mail from the first named insured for coverage of the new acquisition, we will provide coverage for the new acquisition as if it was a subsidiary under this policy for a period of sixty (60) days beginning on the date of the acquisition, unless:
   a. we decline to offer to extend coverage terms to the new acquisition or we offer coverage and the first named insured declines to accept the terms, in which event coverage shall cease at 12:01 a.m. standard time at the address of the named insured on the day following the declination by the first named insured or by us; or
   b. the new acquisition is covered or would be covered under another policy but for the exhaustion of limits or the application of a deductible or retention, no coverage will exist under this policy for the new acquisition.

No coverage exists and this policy will not apply to any claim related to any subsidiary or new acquisition or any of you which are a part of such subsidiary or new acquisition for any blooper that happens while not a subsidiary or before the acquisition, unless we issue an endorsement to this policy providing such coverage.

Temporary worker means a person who is provided to a named insured by a third party for a period of time to support or supplement the named insured's workforce in special work situations, such as employee absences, temporary skill shortages, business upturns and seasonal workloads. A temporary worker is not an employee of yours. A leased employee is not a temporary worker.

Terrorism means activities against persons, organizations or property of any nature:
1. that involve the following or preparation for the following:
   a. use or threat of force or violence;
   b. commission or threat of a dangerous act; or
   c. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
2. when one or both of the following applies:
   a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
   b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
To qualify as an act of terrorism, the act must be determined by a governmental official or governmental authority to be an act of “terrorism” or “cyberterrorism” or that it was performed by a “terrorist” or “cyberterrorist.”

War means:
1. war, declared or undeclared, civil war;
2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

You or your mean individually or collectively:
1. any named insured;
2. any past or present partner, executive officer or manager of a named insured, but only in the performance of content services within their duties as such, on behalf of the named insured;
3. any past or present employee of a named insured, but only in the performance of content services within their duties as such, on behalf of the named insured. Employee does not include a temporary worker;
4. any member or stockholder of a named insured, but only with respect to their liability as such;
5. your executors, administrators, or legal representatives, but only while acting in their capacity as such, in the event of your death, incompetency, insolvency or bankruptcy;
6. any person who is an independent contractor or agent of a named insured, but only for content services performed within the scope of their contractor agreement; or
7. a client whom a named insured is required to add as an additional insured under this policy through the execution of a written contract for the performance of content services by the named insured. But the client is covered under this policy, only if:
   a. a blooper happens in content services performed on the client's behalf;
   b. the written contract is executed between a named insured and the client before a blooper happens which leads to a claim; and
   c. there are no allegations of independent misconduct by the client.

Part IV - Limits of Liability and Retention

A. Limits of Liability
1. Each Blooper
   Subject to A.2. below, the Each Blooper Limit of Liability stated in item 3 of the Declarations Page is the most we will pay for claim expenses and damages combined for the total of all claims arising from a blooper, no matter how many:
   a. of you this policy covers;
b.  **claims** are made; or  
c.  persons or entities make **claims**.

2.  **Aggregate Limit**  
The Aggregate Limit of Liability stated in item 3 of the Declarations Page is the most **we** will pay for **claim expenses** and **damages** combined for the total of all **claims** arising from all **bloopers** that happen during the **policy period**, no matter how many:  
   a.  of **you** this policy covers;  
   b.  **claims** are made; or  
   c.  persons or entities make **claims**.

**B. Retention**  
The Each **Bloop**er Retention stated in item 4 of the Declarations Page is the amount of money **you** must pay for **claim expenses** and **damages** combined for each **bloop**er before **we** will pay. **You** may not insure the Retention. The Retention may not be reduced by **your** payment of deductibles or retentions on other policies or by any payment made on **your** behalf by a third party. The Retention will not reduce the Limits of Liability.

**You** will pay the Retention as directed by **us** to appropriate parties. If **we** elect to advance all or part of the Retention, **you** will reimburse **us** within thirty (30) days of **our** notification to **you** of such advancement. If **you** fail to pay the Retention as directed by **us** or fail to reimburse **us** for a Retention advancement, **you** will owe **us** those amounts, plus interest, attorney fees and any other costs associated with **our** collection efforts. In addition, **you** will be subject to cancellation as outlined in Part VI -- Conditions, J. Cancellation of this policy.

**Part V - What You Must Do if a Bloop or Claim Happens**

**A. Bloop Happens**  
If any of **you** become aware during the **policy period** of a **bloop**er or of circumstances which may reasonably be expected to give rise to a **claim**, **you** must notify **us** in writing as soon as practicable. This notification must include:  
1. description of the **bloop**er or circumstances;  
2. how, when and where the **bloop**er or circumstances happened;  
3. names and contact information for any of **you** involved and other persons or entities involved; and  
4. name, contact information and description of potential claimant(s).

**B. Claim Happens**  
If a **claim** is made against **you**, **you** must immediately:
1. record the details of the claim and the date received by you;
2. notify us in writing;
3. send us copies of all demands, notices, summonses, legal papers and correspondence received in relation to the claim;
4. authorize us to obtain records and other information;
5. cooperate with and assist us in the investigation, settlement or defense of the claim; and
6. assist us, upon our request, in enforcing all rights of contribution or indemnity that you or the claimant may have against all persons or entities.

C. Notices and Correspondence
All notices and correspondence regarding bloopers and claims must be sent to:

Hudson Insurance Group
2345 Grand Blvd., Suite 1150
Kansas City, Missouri  64108
E-mail: reportaclaim@hudsoninsgroup.com
Fax: 888.455.4715

Notices to us by e-mail will be considered to have been made in writing.

D. Voluntary Actions
None of you will, except at your own cost, make any payments, assume any obligations or incur any expenses without our prior written consent.

Part VI - Conditions

A. Where You are Covered
This policy applies to bloopers that happen anywhere in the universe; except the policy does not apply when a claim is made in a country against which the United States of America (USA) government has imposed trade sanctions, embargoes or any similar regulations that prohibit the transaction of business with or within a country when the claim is first made.

B. Currency
The currency of this policy is USA dollars. If claim expenses and/or damages are paid in a currency other than USA dollars, payment will be considered to have been made in USA dollars at the rate of exchange that was used to make payment. If there was no currency exchange made, the rate of conversion will be the currency exchange rate published in the next publication date of the Wall Street Journal after the date the payment is made.
C. Legal Action Against Us
No person or entity has a right under this policy:
1. to join us as a party or bring us into a suit asking for damages from any of you; or
2. to sue us under this policy, unless all of the policy’s terms and conditions have been fully complied with.

A person or entity may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial, civil proceeding, arbitration or alternative dispute resolution proceeding; but we will not be liable for claim expenses and/or damages that are not payable under this policy or that exceed the applicable Limit of Liability.

An agreed settlement means a settlement and a release agreed to in writing by us and signed by you and the claimant or the claimant’s legal representatives.

D. Other Insurance and Compensation
Coverage under this policy will apply only in excess of all other: insurance, except if specifically written to apply in excess over this policy; self-insurance; retentions; deductibles; bonds; indemnification agreements; and/or similar agreements or compensation available to you, whether they are stated to be primary, pro rata, contributory, contingent or otherwise.

E. Subrogation
You and we may have rights to recover all or part of any payment made under this policy. You must do nothing to impair such rights. At our request, you will bring suit or transfer those rights to us and help us enforce them. Any recoveries will be paid first to reimburse the person or entity that paid the subrogation costs, then to us for claim expenses and damages we have paid; the remainder will be paid to the first named insured for Retention amounts paid at our direction.

F. Changes to Your Operations
If during the policy period:
1. a named insured merges into or consolidates with another entity such that the named insured is not the surviving entity;
2. another person or entity acquires a named insured;
3. another person or entity acquires controlling interest in a named insured; or
4. there is a divestiture or sale of more than fifty percent (50%) of a named insured’s assets and/or liabilities;
then coverage under this policy will continue for the named insured, but only for bloopers that happen before the date of such event described above. This will apply unless you notify us within thirty (30) days of such event and we issue an endorsement stating otherwise.
G. Complete Agreement and Changes to the Policy
This policy contains all the agreements between **you** and **us** concerning this insurance. This policy can only be changed by a written endorsement issued by **us** and made a part of this policy.

H. Assignment
**You** cannot transfer or assign **your** rights, duties or interest in this policy without **our** prior written consent, unless **you** die or go bankrupt. If **you** die or go bankrupt, **your** rights, duties and interest in this policy will be transferred to **your** legal representatives, but only while acting within the scope of their duties as such.

I. Special Rights and Duties of the First Named Insured
The **first named insured** is responsible for the payment of all premiums, Retentions and charges for this policy. The **first named insured** is authorized to act on behalf of all of **you** regarding this policy including:
1. giving and receiving notice of cancellation and nonrenewal;
2. paying of premiums and receiving any return premiums or reimbursements;
3. requesting or agreeing to any changes or endorsements to this policy;
4. arranging for the investigation and defense of claims under **our** supervision, when necessary; and
5. other matters pertaining to this policy.

J. Cancellation
1. The **first named insured** may cancel this policy by mailing to **us** advance written notification of cancellation.
2. **We** may cancel this policy by mailing to the **first named insured** written notice of cancellation at least:
   a. ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium, Retentions or other charges; or
   b. sixty (60) days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail **our** notice to the **first named insured** at the address stated in item 1 of the Declarations Page. Proof of mailing will be sufficient proof of notice.
4. **Our** notice will include the effective date of the cancellation and the policy period will end on that date.
5. If **we** cancel this policy, **we** will send the **first named insured** any return premiums due on a pro rata basis.
6. If the **first named insured** cancels this policy, **we** will send the **first named insured** any return premiums due at ninety percent (90%) of the pro rata unearned premium.
7. Payment or tender of a return premium is not a condition of cancellation.
K. Nonrenewal
1. **We** may elect to nonrenew this policy by mailing to the **first named insured** written notice of nonrenewal at least sixty (60) days before the End Date of this policy stated in item 2 of the Declarations Page. **We** will mail **our** notice to the **first named insured** at the address stated in item 1 of the Declarations Page. Proof of mailing will be sufficient proof of notice.

2. If **we** offer to renew this policy with the same or different terms and the **first named insured** does not accept **our** offer during this **policy period**, this policy will expire on the End Date stated in item 2 of the Declarations Page.

L. Titles
The titles of paragraphs in this policy or on endorsements that form a part of this policy are for reference and convenience purposes only and do not in any way convey intent or limit or expand coverage.

M. Representations
By accepting this policy, **you** agree to all of the following:
1. the representations and statements in the application and all other information and material submitted to **us** in applying for this policy are accurate and complete and were made to induce **our** reliance upon them;
2. the representations and statements in the application and all other information and material submitted to **us** were made by the **named insured** on behalf of all of **you**; and:
   a. are material to **our** decision to provide coverage;
   b. are considered to be incorporated in and constituting a part of this policy; and
   c. **we** have issued this policy in reliance upon them;
3. if the application and other information and material submitted to **us** has any misrepresentations or fails to state facts which would affect **our** acceptance of the risk, the hazard **we** assumed, **our** willingness to offer terms, the terms and conditions of this policy or the premium charged for this policy, **we** will not pay any **claim expenses** or **damages** and **we** may declare the policy null and void; and
4. if **you** report any **bloopers**, circumstance or **claim** with the knowledge that it, or any of the representations and statements concerning the **bloopers**, circumstance or **claim** are false or fraudulent, **we** will not pay any **claim expenses** or **damages** for that **claim**, and **we** may declare the policy null and void.

This policy is executed and attested by the signatures of **our** officers below. If required by state law, this policy can only be valid if countersigned by **our** Authorized Representative.

President

Secretary