



Dear Policyholder,

Thank you for choosing Zurich for your Management Liability Product(s). We truly appreciate your business and welcome the opportunity to work with you.

We wanted to inform you that under the terms of this transaction you are entitled to online services and resources that are designed just for management solutions customers. These resources are available at no additional cost to you and include loss mitigation tips and techniques, industry-related articles and more. Here are just some examples of what is available to you:

- **eDiscovery website** – a real-time information tool, including a readiness assessment for this rapidly growing phenomena
- **Thought leadership materials** – dedicated to your top-of-mind needs, including timely webinars and engaging white papers, even specific to your industry segment
- **Security & Privacy readiness self assessment** – this exposure makes headlines daily. How ready is your organization for this fast-growing threat?
- **Strategic Risk Services and Enterprise Risk Management** – on-line information source for related hot topics and ERM videos to minimize barriers to achieving expected business outcomes

To access this information and all other resources, simply visit www.ZurichMgmtSolutions.com. Please be sure to have your policy number handy.

Deliver for our customers when it matters most. At Zurich, that's the promise we make every day. I thank you again for choosing Zurich.

Sincerely,

A handwritten signature in cursive script that reads 'Frank Baron'.

Frank Baron
Executive Vice President, Specialty Products

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Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Master Policy Declarations – Sponsored Insurance Agents Errors and Omissions Liability Policy

For Life Insurance Company Sponsored Agents

This insurance is provided by the Company designated by a "X" in the box below:

- Zurich American Insurance Company**
 Steadfast Insurance Company

Policy Number: EOC 6556117-09

Replaces: EOC 6556117-08

THIS IS A CLAIMS MADE AND REPORTED POLICY. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE COMPANY DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD OF THIS POLICY. THE PAYMENT OF "DEFENSE COSTS" REDUCES THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY.

Item 1. "Named Insured" and Address: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of
Pro Equities, Inc., Members of the Insurance Professionals Protection
Group, Inc. Purchasing Group
111 Westwood Place
Brentwood, TN 37027

Item 2. Limits of Liability: SEE INDIVIDUAL "CERTIFICATE OF INSURANCE"

Item 3. "Policy Period": From: 02/15/2019 To: 02/15/2020
12:01 am local time at the address shown in Item 1. of the "Certificate of Insurance"

Item 4. Deductible: SEE INDIVIDUAL "CERTIFICATE OF INSURANCE"

Item 5. Premium: Subject to Agent Enrollment

Item 6. Endorsements Effective at Inception: Please see Form and Endorsement Schedule

Form and Endorsement Schedule



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

Form Name	Form Number	Edition Date	Endorsement No.
Disclosure Statement	U-GU-873-A CW	(06/11)	
Notice of Disclosure For Agent & Broker Compensation	U-GU-874-A CW	(06/11)	
Sanctions Exclusion Endorsement	U-GU-1191-A CW	(03/15)	
Master Policy Declarations – Sponsored Insurance Agents Errors and Omissions Liability Policy	U-LAEO-D-102-A CW	(06/10)	
Sponsored Insurance Agents Errors and Omissions Liability Policy	U-LAEO-200-A CW	(06/10)	
Professional Services Endorsement – Life Insurance Company Sponsored Insurance Agents Errors and Omissions	U-LAEO-MAN-A CW	(03/16)	01
Reimbursement for “Trade Error” Corrections Endorsement	U-LAEO-MAN-A CW	(02/12)	02
Definition of “Insured” Amended Endorsement	U-LAEO-MAN-A CW	(02/12)	03
Optional “Investment Adviser” Endorsement	U-LAEO-212-A CW	(06/10)	04
Claim Reporting in Subsequent Policy Period Endorsement	U-LAEO-MAN-A CW	(02/12)	05
Life Settlement Referral Endorsement	U-LAEO-MAN-A CW	(02/12)	06
Defense and Settlement Amended Endorsement	U-LAEO-MAN-A CW	(02/12)	07
Exclusions Amended Endorsement	U-LAEO-MAN-A CW	(02/12)	08
Definition of Retroactive Date Amended Endorsement	U-LAEO-MAN-A CW	(09/11)	09
Automatic Extended Reporting Period for “Named Certificate Holder” Endorsement (1 Year)	U-LAEO-MAN-A CW	(03/16)	10
Section I.A. Coverage – Professional Liability Amended Endorsement	U-LAEO-MAN-A CW	(03/16)	11
Amend Optional Extended Reporting Period for “Named Certificate Holder” Endorsement	U-LAEO-MAN-A CW	(02/12)	12
Preamble Amendment Endorsement	U-LAEO-MAN-A CW	(02/12)	13

Insuring Agreement I.B. Vicarious Liability Coverage Amended Endorsement	U-LAEO-MAN-A CW	(02/12)	14
Definition of “Defense Costs” Amended Endorsement	U-LAEO-MAN-A CW	(02/12)	15
Limits of Liability Amendment Endorsement	U-LAEO-MAN-A CW	(03/16)	16
Subrogation Amendment Endorsement	U-LAEO-MAN-A CW	(02/12)	17
Definition of “Securities” Amended Endorsement	U-LAEO-MAN-A CW	(03/16)	18
Broker Dealer Premium Endorsement	U-LAEO-MAN-A CW	(02/14)	19
Life Insurance Company Sponsored Life Insurance Agents Security and Privacy Liability – Claims Made Endorsement	U-LAEO-MAN-A CW	(09/13)	20
Schedule of Coverage and Premium Options	U-LAEO-MAN-A CW	(01/15)	
Important Notice – In Witness Clause	U-GU-319-F	(01/09)	
All State Amendatory Endorsements	U-LAEO-XXX-A	(06/10)	

Sponsored Insurance Agents Errors and Omissions Liability Policy



THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE COMPANY DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD OF THIS POLICY. THE PAYMENT OF "DEFENSE COSTS" REDUCES THE LIMITS OF LIABILITY.

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine an "Insured's" rights, duties and what is and is not covered.

This Policy provides insurance to the "Named Certificate Holder" shown in Item 1. of the "Certificate of Insurance" subject to the "Master Policy" Declarations issued to the "Named Insured". Unless otherwise stated, the phrase **the Policy** or **this Policy** shall refer only to the insurance evidenced by the "Certificate of Insurance" and shall not refer to the "Master Policy" Declarations. Similarly, the phrase **Limits of Liability** shall refer to the Limits of Liability identified in the "Certificate of Insurance". The word **Company** shall refer to the company providing this insurance.

Refer to Section II – DEFINITIONS for the special meaning of words and phrases that appear in quotation marks.

In consideration of the payment of premium and in reliance upon the statements made by the "Additional Insured" in the application and its attachments and any material submitted therewith, all of which are made a part hereof, and subject to the "Certificate of Insurance" and the limitations, conditions, provisions and terms of this Policy (including any endorsements hereto), the Company and the "Named Certificate Holders" agree as follows:

I. INSURING AGREEMENTS

A. COVERAGE – PROFESSIONAL LIABILITY

The Company shall pay on behalf of the "Insured", subject to the Limits of Liability shown in Item 4. of the "Certificate of Insurance", all sums in excess of the Deductible shown in Item 6. of the "Certificate of Insurance" that the "Insured" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Insured" and reported to the Company in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:

1. The "Claim" arises out of a negligent act, error or omission of the "Insured" in rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession as an "Agent", "General Agent", notary public, or "Registered Representative" while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such negligent act, error or omission occurred on or after the "Retroactive Date" and before the end of the "Certificate Period"; or
2. The "Claim" is for a "Personal Injury" caused by an offense arising out of rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession identified in Section I – INSURING AGREEMENTS, Subsection A.1. above while there is a written contract in effect between the "Named Certificate Holder" and the "Additional Insured"; and such "Personal Injury" occurred on or after the "Retroactive Date" and before the end of the "Certificate Period".

B. COVERAGE – VICARIOUS LIABILITY

If an "Additional Insured" is shown in Item 2. of the "Certificate of Insurance", the Company shall pay on behalf of the "Additional Insured", subject to the shared Limits of Liability, all sums in excess of the Deductible shown in Item 6. of the "Certificate of Insurance" that the "Additional Insured" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Additional Insured" and reported to the Company in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:

1. The liability exposure of the "Additional Insured" results solely from an allegation that the "Additional Insured" failed to supervise or manage the conduct of a "Named Certificate Holder";

2. The Limits of Liability available to the "Additional Insured" for such "Claim" shall be shared with the Limits of Liability that are applicable to the "Named Certificate Holder". Such Limits of Liability shall not be in addition to the "Named Certificate Holder's" Limits of Liability;
3. The "Additional Insured" shall be subject to all of the terms, conditions, limitations and exclusions of the Policy to the same extent as the "Insured" and shall not be entitled to any rights greater than those available to the "Insured"; and
4. Upon the request of the Company, the "Additional Insured" shall pay the Deductible on behalf of the applicable "Named Certificate Holder" for a "Claim" for which the "Additional Insured" is afforded coverage under the Policy.

C. DEFENSE AND SETTLEMENT

The Company has the right and duty to defend any "Claim" against the "Insured" and "Additional Insured" seeking "Damages" to which this insurance applies even if any of the allegations of the "Claim" are groundless, false or fraudulent. The Company has choice of counsel in defending any "Claim" against the "Insured" and "Additional Insured". The Company has the right to investigate and settle any "Claim". The Company shall investigate and settle any "Claim" as it deems expedient, but the Company shall not be obligated to pay any "Claim", settlement or judgment, or to defend or continue to defend any "Claim" after the Company's applicable Limits of Liability shown in Item 4. of the "Certificate of Insurance" have been exhausted by payment of "Damages" or "Defense Costs".

II. DEFINITIONS

- A. "Additional Insured" means the sponsoring insurance company(ies) shown in Item 2. of the "Certificate of Insurance".
- B. "Agents" means the individuals as shown in Item 1. of the "Certificate of Insurance" and as defined in the Professional Services Endorsement attached to this Policy.
- C. "Broker/Dealer" means any firm in the business of buying and selling "Securities" for itself and others that is registered with the U.S. Securities and Exchange Commission and any applicable state regulatory organization and is a member of the Financial Industry Regulatory Authority (FINRA).
- D. "Certificate of Insurance" means the certificate issued in accordance with the "Master Policy" to the "Named Certificate Holder".
- E. "Certificate Period" means the period of time shown in Item 5. of the "Certificate of Insurance" or any shorter period resulting from a "Termination of Coverage".
- F. "Claim" means a written demand received by the "Insured" or "Additional Insured" seeking "Damages".
- G. "Damages" mean the monetary amounts for which an "Insured" or "Additional Insured" is legally liable, including sums paid as judgments, awards or settlements, and any taxes, fines or penalties incurred by a third party and included in such third party's "Claim" against the "Insured" or "Additional Insured". However, "Damages" do not include:
 1. Fines or penalties imposed by law, or taxes levied on or against an "Insured" or "Additional Insured";
 2. Punitive, exemplary or treble damages;
 3. The return, restitution, offset or withdrawal of fees, premiums, commissions or brokerage charges, including but not limited to, surrender charges and contingent deferred sales charges;
 4. Non-pecuniary or injunctive relief; or
 5. Judgments or awards from acts deemed uninsurable by law.
- H. "Defense Costs" mean:
 1. All reasonable and necessary fees charged by any lawyer designated by the Company for the defense of a "Claim";
 2. All other reasonable fees, costs and expenses resulting from the investigation, adjustment or defense of a "Claim";

3. The premiums for appeal, attachment or similar bonds, if incurred by the Company or by the "Insured" or "Additional Insured" with the Company's written consent. However, the Company shall have no obligation to apply for or to furnish any such bond; and
4. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the amount available for the judgment under this Policy.

However, "Defense Costs" does not include remunerations of an "Insured's" or "Additional Insured's" or the Company's regular employees or officials or independent adjusters.

- I. "General Agent" means an "Agent" designated by and on file with the "Additional Insured" as a General Agent.
- J. "Insured" means:
 1. The "Named Certificate Holder";
 2. Any corporation, partnership or other business entity which engages in "Professional Services" and which is owned by the "Named Certificate Holder", and then only with respect to those operations of the business entity related to the "Professional Services" provided by the "Named Certificate Holder";
 3. Any person acting on behalf of the "Named Certificate Holder", who was or is an employee of the "Named Certificate Holder" or "Named Certificate Holder's" business entity or a partner, officer, director or stockholder of the "Named Certificate Holder's" business entity, provided that such person is not a party to a contract with any other insurance company, and then only with respect to "Professional Services" provided by the "Named Certificate Holder"; or
 4. The heirs, executors, administrators or legal representatives of the "Named Certificate Holder" in the event of death, incapacity or bankruptcy.
- K. "Master Policy" means the "Master Policy" Declarations issued to the "Named Insured". The "Master Policy" provides the "Named Certificate Holders" no insurance separate and apart from the coverage evidenced by the "Certificate of Insurance".
- L. "Named Certificate Holder" means:
 1. The "Agent";
 2. The "General Agent"; or
 3. The "Registered Representative"shown in Item 1. of the "Certificate of Insurance".
- M. "Named Insured" means the entity shown in Item 1. of the "Master Policy" Declarations.
- N. "Pollutants" means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a state, county, municipality or locality counterpart thereof. "Pollutants" shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, noise, fungus (including mold, mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but not any fungi intended by the "Insured" for consumption) and electric or magnetic or electromagnetic field. Such matters shall include, without limitation, solids, liquids, gaseous, thermal, biological, nuclear or radiological irritants, contaminants or smoke, soot, fumes, acids, alkalis, chemicals or waste materials.
- O. "Personal Injury" means injury, including consequential bodily injury, arising out of one or more of the following offenses:
 1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 4. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
 5. Wrongful entry or eviction or other invasion of the right of private occupancy.

- P. "Policy Period" means the period of time shown in Item 3. of the "Master Policy" Declarations or any shorter period resulting from a "Termination of Coverage".
- Q. "Professional Services" mean those services listed in the Professional Services Endorsement attached to this Policy.
- R. "Registered Representative" means an individual who is registered with the Financial Industry Regulatory Authority (FINRA) and has a written contract with a "Broker/Dealer" that is a subsidiary of the "Additional Insured" who, for compensation, renders "Professional Services" on behalf of the "Additional Insured".
- S. "Retroactive Date" means the inception date of the "Named Certificate Holder's" first claims made agent's professional liability policy from which date coverage has been maintained in force without interruption and for which written proof is provided to the Company.
- T. "Securities" mean the definition used by the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act of 1940, as applicable, or any state securities laws, so long as such securities are offered for sale on a United States securities exchange.
- U. "Termination of Coverage" means the earlier of the following:
 1. The nonrenewal of this Policy;
 2. The cancellation of this Policy;
 3. The termination of a written contract between an "Agent" and the "Additional Insured"; or
 4. The termination of a written contract between a "Registered Representative" and a "Broker/Dealer" that is a subsidiary of the "Additional Insured".

III. LIMITS OF LIABILITY, DEDUCTIBLE AND MULTIPLE CLAIMS AND CLAIMANTS

- A. The Limits of Liability – Aggregate/Each "Named Certificate Holder" shown in Item 4. of the "Certificate of Insurance" is the most the Company will pay for all "Damages" and "Defense Costs" arising out of "Claims" against the "Named Certificate Holder".
- B. Subject to Subsection A. above, the Limits of Liability – Each "Claim"/Each "Named Certificate Holder" shown in Item 4. of the "Certificate of Insurance" shall apply in excess of the Deductible shown in Item 6. of the "Certificate of Insurance" and is the most the Company will pay for "Damages" and "Defense Costs" arising out of any one "Claim" against the "Named Certificate Holder".
- C. Subject to Subsections A. and B. above, the Limits of Liability available to the "Additional Insured" or the "Insured" identified in Section II – DEFINITIONS, Subsections J.2., J.3., and J.4. shall be shared with and not in addition to the Limits of Liability which is applicable to the "Named Certificate Holder".
- D. The Deductible shown in Item 6. of the "Certificate of Insurance" applies only to the payment of "Damages". The Company shall pay only that portion of the "Damages" which is in excess of the Deductible for each "Claim", subject to the Limits of Liability under this Policy. If a "Claim" is made against more than one "Named Certificate Holder", the Deductible shall apply separately to each "Named Certificate Holder". If a "Claim" is made against an "Additional Insured" or "Insured" other than the "Named Certificate Holder", only one Deductible shall apply regardless of the number of "Additional Insureds" and "Insureds". In such an instance, the Deductible shall be the amount that is applicable to the "Named Certificate Holder" for whom the "Additional Insured" is vicariously liable, or on whose behalf the "Insured" was acting.
- E. The bringing of "Claims" by more than one person or organization, or the making of two or more "Claims" against an "Insured" or "Additional Insured", arising out of a single negligent act, error or omission, or "Personal Injury", or a series of related negligent acts, errors or omissions, or "Personal Injury" shall be treated as a single "Claim". All such "Claims", whenever made, shall be considered first made during the "Certificate Period" in which the earliest "Claim" arising out of such negligent acts, errors or omissions, or "Personal Injury" was first made and all such "Claims" shall be subject to a single Each "Claim"/ Each "Named Certificate Holder" Limit of Liability and shall not operate to increase the Company's Limits of Liability.

IV. EXTENDED REPORTING PERIODS

- A. AUTOMATIC EXTENDED REPORTING PERIOD – CANCELLATION OR NONRENEWAL OF THE MASTER

POLICY

In the event of cancellation or nonrenewal of the "Master Policy", other than for nonpayment of premium, the "Named Certificate Holder" shall have an Automatic Extended Reporting Period of ninety (90) days after the date of such cancellation or nonrenewal to report in writing to the Company any "Claim" which is first made prior to the such cancellation or nonrenewal and arises out of a negligent act, error or omission or "Personal Injury" which occurred before the date of such cancellation or nonrenewal of the "Master Policy" and on or after the "Retroactive Date". However, there shall be no coverage hereunder in the event the "Named Certificate Holder" has any other applicable insurance, including a policy issued subsequent to this Policy. The Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased.

B. OPTIONAL EXTENDED REPORTING PERIOD – CANCELLATION OR NONRENEWAL OF THE MASTER POLICY

In the event of cancellation or nonrenewal of the "Master Policy", the "Additional Insured", acting on behalf of the "Named Certificate Holder", upon payment of an additional premium equal to two hundred percent (200%) of the annual premium, shall have the right for an Optional Extended Reporting Period of three (3) years following the effective date of such cancellation or nonrenewal in which to report in writing to the Company any "Claim" which is first made during such three (3) year Optional Extended Reporting Period and arises out of a negligent act, error or omission or "Personal Injury" which occurred before the date of such cancellation or nonrenewal of the "Master Policy" and on or after the "Retroactive Date". The rights contained in this section shall terminate unless written notice of such election together with the additional premium due is received by the Company within sixty (60) days after the effective date of the cancellation or nonrenewal of the "Master Policy".

If the Company cancels or nonrenews the "Master Policy" because the "Additional Insured" has failed to pay a premium when due, or has not complied with the terms and conditions of the Policy, the "Additional Insured", acting on behalf of the "Named Certificate Holder", shall not have the right to the Automatic Extended Reporting Period or to purchase such Optional Extended Reporting Period at a later date.

The quotation of a different premium, Deductible, Limits of Liability or Policy terms and conditions for renewal shall not constitute a cancellation or refusal to renew for purposes of Section IV – EXTENDED REPORTING PERIODS, Subsections A. and B. above.

C. EXTENDED REPORTING PERIODS – NAMED CERTIFICATE HOLDER

1. Automatic Extended Reporting Period Of Ninety (90) Days – Named Certificate Holder

In the event of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., the insurance under this Policy shall continue until the expiration date as set out in Item 3. of the "Master Policy" Declarations or any amendment thereto, or ninety (90) days after such "Termination of Coverage", whichever is greater. The "Named Certificate Holder" shall have a free Automatic Extended Reporting Period of ninety (90) days after such date to report in writing to the Company any "Claim" which is first made during said Automatic Extended Reporting Period of ninety (90) days and arises out of a negligent act, error or omission or "Personal Injury" which occurred before such date and on or after the "Retroactive Date". This Automatic Extended Reporting Period of ninety (90) days, however, shall be limited to "Claims" solely involving products provided by the "Additional Insured". Notwithstanding Section VII – CONDITIONS, Subsection A., no coverage shall be provided in the event the "Named Certificate Holder" has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Automatic Two (2) Year Extended Reporting Period below or the Optional Extended Reporting Period, if such is purchased. No coverage shall be provided if the "Named Certificate Holder" cancels this Policy before the end of the "Policy Period".

2. Automatic Extended Reporting Period Of Two (2) Years – Named Certificate Holder

On the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., by reason of the "Named Certificate Holder's" retirement from the business of providing "Professional Services" or due to the "Named Certificate Holder's" retirement from the business of providing "Professional Services" or due to the "Named Certificate Holder's" having found to be totally and permanently disabled in accordance with formal disability procedures of the "Additional Insured", or death, the insurance under this Policy shall cease on such date. The "Named Certificate Holder" shall be entitled to a free Automatic Extended Reporting Period of two (2) years after such date to report in writing to the Company any "Claim" which is first made during said Automatic Extended Reporting Period of two (2) years and arises out of any

negligent act, error or omission or "Personal Injury" which occurred before such date and on or after the "Retroactive Date". Notwithstanding Section VII – CONDITIONS, Subsection A., no coverage shall be provided in the event the "Named Certificate Holder" has any other insurance. This Automatic Extended Reporting Period of two (2) years shall be included within the Optional Extended Reporting Period, if such is purchased. No coverage shall be provided if the "Named Certificate Holder" cancels this Policy before the end of the "Policy Period".

3. Optional Extended Reporting Period – Named Certificate Holder

The Automatic Extended Reporting Period of two (2) years provided in Subsection C.2. above may be extended so that the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representative of a deceased "Named Certificate Holder", may elect to purchase an Optional Extended Reporting Period for "Claims" which are first made and reported in writing within:

- a. Three (3) years of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4. if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representative of the deceased "Named Certificate Holder" pays an additional premium equal to two hundred percent (200%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.
- b. Five (5) years of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", the legal representatives of the deceased "Named Certificate Holder" pays an additional premium equal to three hundred percent (300%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.; or
- c. An unlimited amount of time of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representatives of the deceased "Named Certificate Holder" pays an additional premium equal to four hundred percent (400%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.

- D. The Extended Reporting Periods do not reinstate or increase the Limits of Liability beyond the Limits of Liability available on the "Certificate of Insurance", nor extend the "Certificate Period".
- E. The Extended Reporting Periods do not apply to any "Claim" that is covered under any subsequent insurance issued to the "Named Certificate Holder", or that would be covered but for the exhaustion of the Limits of Liability applicable to such insurance.
- F. "Claims" for any negligent act, error or omission or "Personal Injury" which are first made and reported during an Extended Reporting Period, if applicable, will be deemed to have been made on the last day of the "Certificate Period".

V. NOTICE PROVISION

A. NOTICE OF CLAIM

As a condition precedent to the insurance afforded by this Policy, the "Insured" or "Additional Insured" which seeks coverage shall:

1. As soon as practicable, but no later than sixty (60) days after the "Termination of Coverage", give to the Company at the address below, written notice of any "Claim" made against the "Insured" or "Additional Insured" during the "Certificate Period" or any applicable Extended Reporting Period.
2. Immediately forward to the Company at the address below, every "Claim", notice, summons or other process received directly by the "Insured", "Additional Insured", or by any of his, her or its representatives in the event suit is brought against the "Insured" or "Additional Insured".
3. Give to the Company, at the address below, written proof of "Named Certificate Holder's" first claims made agent's professional liability policy from which date coverage has been maintained in force without

interruption, in the event that the "Claim" arises out of a negligent act, error or omission or "Personal Injury" that occurred before the "Certificate Period".

4. Assist and cooperate with the Company by:
 - a. Meeting with representatives of the Company, submitting to their examination and interrogation, under oath if requested, and giving written statements to such representatives;
 - b. Attending hearings, depositions and trials;
 - c. Assisting in investigation, settlement, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of suit;
 - d. Doing whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the "Insured" may have; and
 - e. Not demanding or agreeing to arbitration of any "Claim" made against the "Insured" or "Additional Insured" without written consent of the Company, which shall not be unreasonably withheld. The "Insured" or "Additional Insured" shall not make any payment, admit any liability, settle any "Claim", assume any obligation or incur any expenses without the written consent of the Company.

B. NOTICE OF CIRCUMSTANCE

If during the "Certificate Period", the "Insured" or "Additional Insured" becomes aware of an act, error or omission or "Personal Injury" which may be expected to give rise to a "Claim" under the Policy, the "Insured" or "Additional Insured" shall provide written notice to the Company during the "Certificate Period" containing particulars sufficient to identify an "Insured" or "Additional Insured" and reasonably obtainable information with respect to:

1. A detailed description of the specific act, error or omission or "Personal Injury";
2. The harm "or "Personal Injury" which has resulted, or may result, from such negligent act, error or omission or "Personal Injury";
3. The circumstances by which the "Insured" first become aware of such negligent act, error or omission or "Personal Injury"; and,

then any "Claim", for which coverage is provided by this Policy, that may be made against the "Insured" or "Additional Insured" arising out of such act, error or omission or "Personal Injury" shall be deemed for the purposes of this insurance to have been made and reported on the date on which the notice was received by the Company. No coverage shall be provided in the event the "Insured" has any other applicable insurance.

- C. All notices of "Claim" or circumstances are to be submitted to the following address:

**Zurich North America Commercial
NY Specialties Claims
P.O. Box 968041
Schaumburg, IL 60196-8041**

VI. EXCLUSIONS

This Policy does not apply to any "Claim":

- A. Arising out of any act, error or omission of the "Insured" committed with dishonest, fraudulent, malicious or knowingly wrongful purpose or intent; however, notwithstanding the foregoing, the "Insured" shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the "Insured" shall reimburse the Company for all "Defense Costs" incurred by the Company;
- B. Alleging bodily injury, sickness or death of any person, or injury or destruction of any tangible property, including loss of use thereof;
- C. Alleging the liability of others assumed by the "Insured" under any contract or agreement unless such liability would have attached to the "Insured" even in the absence of such agreement;
- D. By an enterprise which one or more "Insureds" own, operate, control or manage; or any "Claim" by an enterprise which owns, operates, controls or manages an "Insured";

- E. Arising out of services performed by the "Insured" as an actuary, accountant, attorney, real estate agent or real estate broker, named fiduciary or third party claims administrator;
- F. Arising out of, or contributed to by, any commingling of, or use of client funds;
- G. Arising out of, directly or indirectly, the insolvency, receivership, bankruptcy, or inability to pay of any organization in which the "Insured"
 - 1. Has placed or obtained a client's coverage;
 - 2. Has placed a client's funds; or
 - 3. Has recommended a client invest.

However, this exclusion shall not apply if the "Claim" is based upon the insolvency, receivership, liquidation or inability to pay of any insurance company that was rated as A- or better by A.M. Best Company at the time the business was placed, obtained or recommended;

- H. Arising out of the "Insured's" activities in computer programming or processing if the resulting programs or software are sold or distributed or if a fee is charged for use of such program or software;
- I. Made against any "Insured" or the "Additional Insured" by:
 - 1. Any "Insured";
 - 2. Any "Additional Insured";
 - 3. Any "Broker/Dealer";
 - 4. Any other insurance company;
 - 5. Any other insurance agency, brokerage or intermediary;
 - 6. Any person or entities who in the past were, but are not currently, parties to an agent contract with the "Additional Insured"; or
 - 7. Any subsidiary or affiliate of the "Insured", "Additional Insured" or "Named Insured";
- J. Arising out of the use of confidential information by an "Insured", including but not limited to such use for the purpose of replacement of coverage;
- K. Arising out of the "Insured's" inability or refusal to pay or collect premium, claim or tax monies, including surcharges or assessments of any kind;
- L. Arising from, or contributed to by, the placement of client's coverage or funds directly or indirectly with any organization which is not licensed to do business in the state or jurisdiction with authority to regulate such business. However, this exclusion does not apply to any "Claim" arising from or contributed to by the placement of client's coverage or funds directly or indirectly with any organization which is an eligible surplus lines insurance company in the state or jurisdiction with authority to regulate such business;
- M. Arising out of the ownership, formation, operation, administration, advice, referral, recommendation or placement of coverage with any health maintenance organization, preferred provider organization, risk retention group, Multiple Employer Welfare Arrangement, self insurance program or purchasing group;
- N. Arising out of or based upon:
 - 1. The Federal Telephone Consumer Protection Act (47 U.S.C. sec 227), Drivers Privacy Protection Act (18 U.S.C. sec. 2721-2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. sec. 7701, et seq.); or
 - 2. Any other federal, state or local statute, regulation or ordinance that imposes liability for the:
 - a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
 - b. Unlawful use, collection, dissemination, disclosure or redisclosure of personal information in any manner by an "Insured" or on behalf of any "Insured";
- O. Arising out of the purchase, sale or the giving of advice regarding:

1. Commodities, commodity future contracts, warrants, forward contracts, interest rate swaps or option contracts other than covered call option contracts or auction rate securities;
 2. Any security priced under five dollars (\$5.00) at the time of purchase;
 3. Promissory notes or other non-securitized evidence of debt;
 4. Viatical settlements, life settlements, stranger owned life insurance policies, or any security backed by either viatical, settlements, life settlements or stranger owned life insurance policies;
 5. Reverse mortgages or similar transactions in which the present value of a conditional contract is exchanged or sold;
 6. ETS pay phones or pay phone investments;
 7. "Junk Bonds" or "High Yield Bonds". For the purposes of this exclusion, "Junk Bonds" or "High Yield Bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
 8. A qualified retirement plan (intended to be a plan) described in Section 412(i) of the Internal Revenue Code of 1986, as amended (the "Code") (prior to the amendments by the Pension Protection Act of 2006) or Section 412(e)(3) of the Code (after the amendments by the Pension Protection Act of 2006) or any successor thereto;
 9. A single employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(e) of the Internal Revenue Code of 1986, as amended or any successor thereto; or
 10. A multiple employer welfare benefit fund (intended to be a welfare benefit fund) described in Section 419(A)(f)(6) of the Internal Revenue Code of 1986, as amended or any successor thereto;
- P. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulatory, or self-regulatory entity, whether directly or indirectly; however, this exclusion shall not apply to any "Claim" by such entity to enforce its rights as a direct customer of the "Insured" or "Additional Insured";
- Q. Brought by, or on behalf of, any clearing agency or arising out of any function of any "Insured" or "Additional Insured" as a clearing agency;
- R. Arising out of the "Insured's" activities in exercising discretionary authority, management or control over a customer's account;
- S. Arising out of or based upon infringement of patent, copyright, trademark, service mark, trade dress, trade secret or trade name, unfair competition or piracy, theft or wrongful taking of concepts including using another's advertising ideas or other intellectual property;
- T. For "Personal Injury":
1. Sustained by any "Insured" or "Additional Insured";
 2. Caused by or at the direction of the "Insured" with the knowledge that the offense would violate the rights of another and would inflict "Personal Injury";
 3. Arising out of oral or written publication of material, if done or at the direction of the "Insured" with knowledge of its falsity;
 4. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns or over which the "Insured" exercises control; or
 5. Arising out of the unauthorized use of another's name or product in the "Insured's" email address, domain name or metatag, or any other similar tactics to mislead another's potential customer;
- U. Arising out of alleged discrimination of any kind;
- V. Prior to the first effective date of coverage issued to the "Named Certificate Holder", provided no "Insured" had any basis:
1. To believe that any "Insured" had knowledge of any negligent act, error or omission or "Personal Injury";

2. To foresee that any such negligent act, error or omission or "Personal Injury" or any related negligent act, error or omission or "Personal Injury" might reasonably be expected to be the basis of a "Claim";

W. Based upon, arising out of, or attributable to:

1. The actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of "Pollutants" into or on real or personal property, water or the atmosphere; or
2. Any direction or request that the "Insured" tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes "Pollutants", or any voluntary decision to do so.

This pollution exclusion applies whether or not such "Pollutants" have any function in the "Insured's" business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any "Damages" and "Defense Costs" associated with such "Pollutants"; or

- X. Based upon, arising out of, or attributable to the quality of care rendered by, lack of care rendered by, or the alleged malpractice of a participating provider of health-related services, its employees, physician, or other practitioner, of any Health Maintenance Organization or other Healthcare provider.

VII. CONDITIONS

A. OTHER INSURANCE

1. If any other insurance is available to any "Insured" with respect to a liability covered by this Policy, and such insurance is afforded under a Policy or Extended Reporting Period issued by a past, present or future member company of the Company, then the maximum Limits of Liability under all policies shall not exceed the highest remaining applicable Limit of Liability under any one policy.
2. If any other insurance is available to any "Insured" with respect to a liability covered by this Policy, and such insurance is not afforded under a policy or Extended Reporting Period issued by a past, present or future member company of the Company, then this insurance will be excess over such insurance even if such other insurance is stated to be primary, excess, contingent, or otherwise. We will pay only our share of the loss, if any, that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total Deductible amounts under all such other insurance.
3. If the "Claim" arises out of a negligent act, error or omission, or "Personal Injury" that occurred before the "Certificate Period" and the "Insured" is covered by any other insurance, then there shall be no coverage under this Policy for such "Claim".

We will have no duty to defend the "Insured" against any "Claim" if any other insurer has a duty to defend the "Insured" against that "Claim". If no other insurer defends, we will undertake to do so, but we will be entitled to the "Insured's" rights against all those other insurers.

B. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the "Insured's" and "Additional Insured's" rights of recovery, and the "Insured" and "Additional Insured" shall execute and deliver instruments and all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company to bring suit in the name of the "Insured" and/or "Additional Insured".

C. CHANGES

Notices to any agent or representative, or knowledge possessed by any agent, representative or any other person shall not effect a waiver or a change in any part of this Policy or prevent the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsements issued to form a part of this Policy.

D. ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, all "Insureds" have fully complied with all the terms of this Policy and not until the amount of all "Insured's" obligations to pay have been

fully and finally determined either by judgment against all "Insureds" or by written agreement of the "Insured", the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the "Insured" to determine the "Insured's" liability, nor shall the Company be impleaded by the "Insured" or the "Insured's" legal representative.

E. ASSIGNMENT

The interest of the "Insured" under this Policy shall not be assignable to any other person. In the event of death or incompetency of the "Named Certificate Holder", this Policy shall cover the "Named Certificate Holder's" legal representative as an "Insured" as respects any liability previously incurred and covered by this Policy.

F. TERRITORY

This Policy applies to negligent acts, errors or omissions or "Personal Injury" which occur anywhere in the world provided that the "Claim" is made against the "Insured" or the "Additional Insured" in the United States of America, its territories or possessions.

G. CANCELLATION AND NONRENEWAL

1. Cancellation

- a. This Policy may be cancelled by the "Named Certificate Holder" by surrender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when, thereafter, cancellation shall be effective. If this Policy is cancelled by the Company, the earned premium shall be computed pro rata. If this Policy is cancelled by the "Named Certificate Holder", the Company shall retain the customary short-rate proportion of the premium.
- b. The "Master Policy" may be cancelled by the "Additional Insured" acting on behalf of the "Named Certificate Holders" by surrender of the "Master Policy" to the Company or any of its authorized representatives, or by mailing written notice to the Company or any of its authorized representatives stating when such cancellation shall take effect. If cancelled by the "Additional Insured", the Company shall retain the customary short-rate proportion of the premium. In no event may the requested date of cancellation be greater than ten (10) days prior to the date the request is received by the Company.
- c. If this Policy or the "Master Policy" has been in effect less than sixty (60) days and is not a renewal of a Policy issued by the Company, the Company may cancel this Policy or the "Master Policy" for any reason.
- d. If this Policy or the "Master Policy" has been in effect for sixty (60) days or more or is a renewal of a Policy issued by the Company, this Policy or the "Master Policy" may not be cancelled except for one (1) or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting the Policy or the "Master Policy";
 - (3) Violation of any of the terms or conditions of the Policy; or
 - (4) Substantial increase in hazard.
- e. Written notice of cancellation, including the reasons for cancellation, shall be mailed or delivered by the Company to (i) the "Named Certificate Holder" in the case of cancellation of this Policy and (ii) the "Named Insured" at the address shown in Item 1. of the "Master Policy" Declarations and the producer of record in the case of cancellation of the "Master Policy", at least:
 - (1) Fifteen (15) days prior to the effective date of cancellation, if this Policy or the "Master Policy" is cancelled for nonpayment of premium; or
 - (2) Sixty (60) days prior to the effective date of cancellation, if this Policy or the "Master Policy" is cancelled for any other reason.
- f. Notice of cancellation shall be sent by certified mail. Delivery shall be considered to be equivalent to mailing. Proof of mailing shall be considered proof of notice.

2. Nonrenewal

- a. If the Company elects not to renew this Policy or the "Master Policy", the Company will send notice at least sixty (60) days prior to expiration unless:
 - (1) The reason for the nonrenewal of this Policy is due to nonpayment of premium or failure to meet Deductible obligations;
 - (2) The reason for the nonrenewal of the "Master Policy" is due to nonpayment of the premium shown in Item 5. of the "Master Policy" Declarations; or
 - (3) The "Additional Insured", acting on behalf of the "Named Certificate Holder", has obtained replacement coverage with another insurance company.
 - b. Written notice of nonrenewal of this Policy shall be mailed by certified mail or delivered to the "Named Certificate Holder's" address shown in Item 1. of the "Certificate of Insurance". Written notice of nonrenewal of the "Master Policy" shall be mailed by certified mail or delivered to the "Named Insured" at the address shown in Item 1. of the "Master Policy" Declarations, and mailed to the producer of record. Proof of mailing shall be considered to be proof of notice.
3. In no event shall the "Master Policy" cancellation or nonrenewal become effective prior to the effective date of the cancellation or nonrenewal of all the "Certificates of Insurance".

H. CONFORMANCE TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

I. SOLE AGENT

By acceptance of this Policy, the "Additional Insured" shall act on behalf of the "Insureds" and "Additional Insureds" for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of termination or nonrenewal, reimbursement to the Company of any Deductible advanced and the exercise of the rights provided in Section IV – EXTENDED REPORTING PERIODS or VII – CONDITIONS, Subsection C.

J. BANKRUPTCY

Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate shall not relieve the Company of any of its obligations hereunder.

K. REPRESENTATION

In granting coverage under this Policy, the Company has relied upon the "Certificate of Insurance", agreements, representations and warranties in the written application for this Policy. The agreements, representations and warranties are the basis of coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.

Professional Services Endorsement – Life Insurance Company Sponsored Insurance Agents Errors and Omissions



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omission Liability Policy

It is agreed that:

I. Section II – DEFINITIONS are replaced with the following:

A. Definition B. "Agents" and L. "Named Certificate Holder" are replaced with the following:

B. "Agents" means the individuals as shown in Item 1. of the "Certificate of Insurance", provided that they are party to a written contract with the "Additional Insured" on the effective date of this Policy and that they are licensed by the appropriate authority to solicit and sell life, accident and health insurance products or services. Such individuals shall be specifically designated by name and their names shall be on file with the "Additional Insured".

L. "Named Certificate Holder" means:

1. The "Agent";
 2. The "General Agent";
 3. The "Registered Representative"; or
 4. The "Wholesale Agent"
- shown in Item 1. of the "Certificate of Insurance".

B. Definition Q. "Professional Services" is replaced with the following:

"Professional Services" mean:

1. The sale or servicing of:
 - a. Life Insurance, Accident and Health Insurance, Workers' Compensation Insurance as part of a 24-Hour Accident and Health Insurance product, Disability Income Insurance and Annuities;
 - b. Variable insurance products, including but not limited to variable annuities, flexible and scheduled premium annuities and variable life insurance;
 - c. Employee benefit plans funded with those products listed in Subsections 1.a, b, and d.
 - d. "Securities" and call options for which Pro Equities, Inc. acted as "Broker/Dealer" in connection with the specific sale out of which the "Claim" arose, and Mutual funds registered with the

Securities and Exchange Commission and sold by a "Registered Representative" through a "Broker/Dealer", so long as at the time of sale the "Registered Representative" had a contract with such "Broker Dealer" and was licensed and authorized to sell such "Securities".

"Securities" may be sold through a prior "Broker Dealer" under the following circumstances:

- i. the "Broker Dealer" is a member firm of Financial Industry Regulatory Authority (FINRA);
 - ii. the "Insured" "Registered Representative" had a contract with the prior "Broker/Dealer" to sell "Securities" at the time the sale took place; and
 - iii. the "Securities" were sold on a national exchange.
- e. Mutual funds registered with the Securities and Exchange Commission and sold by a "Registered Representative" through a "Broker/Dealer", so long as at the time of sale the "Registered Representative" had a contract with such "Broker Dealer" and was authorized to sell such "Securities";

Solely for those "Agents" enrolling and purchasing coverage for first time under the "Master Policy" as of February 15, 2016, Subsections 1.b., d., and e. shall only apply only to the sale and servicing of Pro Equities, Inc products.

2. Investment advice provided as a "Fiduciary Adviser" to a Plan established or maintained under section 3(21)(A)(ii), 29 U.S.C. 18 § 1002 of the Employee Retirement Income Security Act of 1974, as amended (ERISA). This provision does not apply, however, if the "Insured" has been appointed as a "Named Fiduciary".
3. Fee-based financial planning or tax advice, provided that it is incidental to the services described in Subsection 1 above.
4. The supervision and training by a "General Agent" over the conduct of any "Insured."

C. The following Definitions are added to Section II – DEFINITIONS:

"Fiduciary Adviser" means an individual who has been appointed by a "Named Fiduciary" to render investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of an ERISA Plan or to manage, acquire or dispose of any asset of a Plan within the meaning of section 3(38) 29 U.S.C. 18 § 1002 of ERISA.

"Named Fiduciary" means an individual, committee or entity specifically appointed and identified in the plan document as defined in ERISA, or a person authorized to act on behalf of the "Named Fiduciary", having the authority to hire or fire investment managers and/or service providers to a Plan.

"Wholesale Agent" means an (1) "Agent" designated by and on file with the "Additional Insured" as a Wholesale Agent that serves as an intermediary between the retail agent and the insurer, and (2) a "Registered Representative" that provides other Broker/Dealers with investor level point-of sale-support.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Reimbursement for “Trade Error” Corrections Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Solely for the purpose of coverage provided under this Endorsement, the Policy is amended as follows:

- I. Section II – DEFINITIONS, Subsection F is deleted in its entirety and replaced with the following:
 - F. “Claim” means:
 - 1. A written demand received by the "Insured" or "Additional Insured" seeking "Damages"; or
 - 2. The “Additional Insured’s” written request to the Company for reimbursement of "Damages" it has paid as a result of its correction of a "Trade Error".
- II. The following Definition is added to Section II – DEFINITIONS:

"Trade Error" means a "Registered Representative's" failure to follow investment instructions from a client during the "Certificate Period" in connection with those "Professional Services" listed in Subsections 1.b and 1.d in the Professional Services Endorsement – Life Insurance Company Sponsored Insurance Agents Errors and Omissions Endorsement, when such "Trade Error" would be reasonably likely to result in a “Claim” if not corrected, provided that:

 - 1. the investment instructions pertain to a non-discretionary account or investment;
 - 2. the correction is approved by a senior officer of the "Additional Insured"; and
 - 3. the total cost of the "Trade Error" correction does not exceed ten thousand dollars (\$10,000.00), inclusive of the Deductible applicable to the "Registered Representative".
- III. The following Subsection is added to Section III. LIMITS OF LIABILITY, DEDUCTIBLE AND MULTIPLE CLAIMS AND CLAIMANTS:

Any amounts paid by the Company for a “Trade Error” correction “Claim” under this Endorsement shall be within, and not in addition to, the Limits of Liability which is applicable to the "Registered Representative". A “Claim” for “Trade Error” correction shall be subject to the Limits of Liability – Each “Claim” / Each “Named Certificate Holder” set forth in Item 4 of the “Certificate of Insurance”, and shall apply in excess of the Deductible shown in Item 6 of the “Certificate of Insurance”.
- IV. The following is added to Subsection V.A.4.e.:

However, this paragraph shall not apply to a “Claim” for “Trade Error” correction under this Endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Definition of “Insured” Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Subsections II.J.2 and J.3. are replaced with the following:

2. Any corporation, partnership or other business entity which engages in "Professional Services" and which is either owned or controlled by the "Named Certificate Holder" or on whose behalf the "Named Certificate Holder" provides "Professional Services" for others and then only with respect to those operations of the business entity related to the "Professional Services" provided by the "Named Certificate Holder".
3. Any person acting on behalf of the "Named Certificate Holder", who was or is a partner or employee of the "Named Certificate Holder" or partner, officer, director, stockholder or employee of the "Named Certificate Holder's" business entity, but only with respect to "Professional Services" provided by the "Named Certificate Holder".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Optional “Investment Advisor” Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019	\$300 per agent	

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omission Liability Policy

It is agreed that:

I. Section II. DEFINITIONS is amended as follows:

A. Subsection Q. “Professional Services” is amended to include the following:

“Professional Services” shall also mean those services rendered in the “Named Certificate Holder’s” profession as an “Investment Advisor”.

B. The following Definition is added to Section II – DEFINITIONS:

“Investment Advisor” means a “Named Certificate Holder” who provides investment or financial advice, fee-based financial planning services, administration or services for a client pursuant to a written contract with the client defining the scope of such services, provided that the “Investment Advisor” is an Associated Person of the “Additional Insured’s” corporate Registered Investment Advisor. It is also understood that the terms Associated Person and Registered Investment Advisor shall have the meaning ascribed to them under any applicable federal or state securities law.

“Named Certificate Holders” electing this coverage must do so within the 45-day open enrollment period or mid-term enrollment period, whichever is applicable, and a list of such “Named Certificate Holders” will be kept on file by the “Additional Insured”.

II. The following Individuals are hereby included as “Investment Advisors” for coverage when operating as a Registered Investment Adviser not named in Item 1. of the Declarations, each of whom have been explicitly approved by Protective Life Insurance Company of Pro Equities, Inc.:

LASTNAME	FIRSTNAME	MIDDLE	STATE	EFFECTIVE	AMOUNT BILLED

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Claim Reporting in Subsequent Policy Period Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

The following is added to Section IV – EXTENDED REPORTING PERIODS:

Notwithstanding the requirement that the “Claim” must be first made and reported to the Company during the “Policy Period”, if continuous coverage is in effect pursuant to consecutive policies issued by the Company, a “Claim” may be first made against the “Insured” during one policy period and may be reported to the Company in writing during the consecutive, immediately following “Policy Period” without constituting a violation of this provision. In such circumstance, however, the “Insured” must report the “Claim” in writing to the Company as soon as practicable in compliance with VII.A. Notice of Claim.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Life Settlement Referral Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Solely for purposes of coverage provided by this Endorsement, the Policy is amended as follows:

I. Subsection II.Q. "Professional Services" is amended to include the following:

"Professional Services" shall also mean:

Providing advice to clients regarding life settlements arranged through a provider approved by the "Additional Insured" and referring clients to such providers, provided, however, that if a life settlement is arranged, the following conditions must be met:

1. All beneficiaries of the life insurance policy must agree and sign a waiver acknowledging that the life settlement will occur;
2. All policyholders of the life insurance policy must agree and sign a waiver stating their agreement with the purchase and sale agreement of the life settlement;
3. The life settlement transaction complies with the rules and guidelines of Pro Equities, Inc.'s Compliance Department; and
4. The life settlement does not involve a terminally ill client(s).

II. Item 4 of the "Certificate of Insurance" is replaced with the following:

Item 4. Limits of Liability: \$1,000,000 Each "Claim"/ Each "Named Certificate Holder"
 \$1,000,000 Aggregate/ Each "Named Certificate Holder"

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Defense and Settlement Amended Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Section I.C. DEEFENSE AND SETTLEMENT is deleted in its entirety and replaced with the following:

C. DEFENSE AND SETTLEMENT

The Company has the right and duty to defend any "Claim" against the "Insured" and "Additional Insured" seeking "Damages" to which this insurance applies even if any of the allegations of the "Claim" are groundless, false or fraudulent. The Company has choice of counsel in defending any "Claim" against the "Insured" and "Additional Insured".

The Company has the right to investigate and settle any "Claim" against the "Additional Insured". The Company shall investigate and settle any "Claim" against the "Additional Insured" as it deems expedient, but the Company shall not be obligated to pay any "Claim", settlement or judgment, or to defend or continue to defend any "Claim" after the Company's applicable Limits of Liability shown in Item 4 of the "Certificate of Insurance" have been exhausted by payment of "Damages".

The Company has the right to investigate any "Claim" against the "Insured" but shall not settle any such "Claim" without the consent of the "Insured", which consent shall not be unreasonably withheld. If, however, the "Insured" refuses to consent to any settlement recommended by the Company and acceptable to the claimant, then the Company's Limit of Liability under this Policy shall be reduced to the amount for which the "Claim" could have been settled plus all "Defense Costs" incurred up to the time the Company made its recommendation. This amount shall not exceed the remainder of the Limits of Liability shown in Item 4 of the "Certificate of Insurance".

If the "Insured" refuses to settle, once the total "Defense Costs" equal the amount for which the "Claim" could have been settled plus all "Defense Costs" incurred up to the time the Company made its recommendation, the Company shall have the right to withdraw from the further investigation and defense thereof by tendering control of such investigation or defense to the "Insured" and the "Insured" agrees, as a condition of the issuance of this Policy, to accept such tender.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Exclusions Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

I. Section VI. EXCLUSIONS is amended as follows:

A. Exclusion E. is replaced with the following:

Arising out of services performed by the "Insured" as an actuary, accountant, tax advisor (except as an incidental part of "Professional Services" rendered by the "Insured"), attorney, real estate agent or real estate broker, or third party claims administrator.

B. Exclusion G. is replaced with the following:

Arising out of, directly or indirectly, the insolvency, receivership, bankruptcy, inability or refusal to pay of any organization in which the "Insured" has placed or obtained coverage or in which an "Insured" has placed the funds of a client or an account. Notwithstanding the foregoing, this exclusion shall not apply in the event the "Claim" is based upon the insolvency, receivership, liquidation or inability to pay of any life, accident, or health insurer that was rated B+ or better by A.M. Best Company at the time the business was placed, or for "Claims" arising solely out of the inability of Protective Life Insurance Company's, Protective Life and Annuity Insurance Company's, or West Coast Life Insurance Company's ability to pay or perform with regard to their products.

C. Section VI. EXCLUSIONS, Paragraphs O through X are deleted.

D. The following Exclusions are added to Section VI – EXCLUSIONS:

Arising out of the purchase or sale of or advice regarding promissory notes, viatical settlements, viaticated insurance benefits or any security backed by viatical settlements;

Arising out of alleged discrimination of any kind;

Arising out of the "Insured's" activities in exercising discretionary authority, management or control over a customer's account; however this exclusion shall not apply to the activities of a "Named Certificate Holder" who has been granted such authority in writing by the client with the consent of the "Additional Insured";

For "Personal Injury" sustained by any "Insured" or "Additional Insured"; and

If prior to the first effective date of coverage issued to the "Named Certificate Holder", no "Insured" had knowledge of any negligent act, error or omission or "Personal Injury" which could reasonably be expected to result in a "Claim.

Brought as class action or purported class action suit against the "Insured" or "Additional Insured".

Arising out of the ownership, formation, operation or administration of, or advice regarding, referral to, recommendation of or placement of coverage with any self-insured health maintenance organization (HMO), self-insured preferred provider organization (PPO), risk retention group, self insurance program or purchasing

group.

Based upon or arising out of any Pension, Profit Sharing, Health and Welfare or other Employee Benefit Plan or Trust sponsored by the "Insured" as an employer;

Arising out of the "Insured" making representations, promises or guarantees as to the future value of any investment including but not limited to, representations, promises or guarantees as to interest rates, fluctuation in interest rates, future premium payments or market value(s);

Arising out of or involving investment products partially or totally owned by the "Insured"; or

Arising out of the brokering of structured settlements; however, this exclusion does not apply to any "Claim" arising from or contributing to the sale of annuity products used to fund the structured settlements.

- E. Solely with respect to coverage of a "Named Fiduciary" for supervision and/or training provided pursuant Subsection II.Q.4, the following Exclusions are added:

This Policy shall not apply to any "Claim"

1. Arising out of an act error or omission of an "Insured" who has been appointed with the authority to hire and/or fire/terminate investment managers and/or service providers or who has full discretion for investment selection or monitoring of any Plan governed by the Pension Protection Act of 2006.
2. Arising out of the "Insured's" activities or "Professional Services" as a "Named Fiduciary", Plan Fiduciary, Administrator, or Trustee as those terms are defined under ERISA.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Definition of Retroactive Date Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Definition S. "Retroactive Date" of Section II. – DEFINITIONS is deleted and replaced with the following:

- S. "Retroactive Date" means date the "Named Certificate Holder's" first claims-made Life Agent's or Registered Representatives Professional Liability policy from which date coverage has been maintained in force without interruption.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Automatic Extended Reporting Period for “Named Certificate Holder” Endorsement (1 Year)

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company; and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc., Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Subsection C.1. of Section IV – EXTENDED REPORTING PERIODS is deleted and replaced with the following:

C. EXTENDED REPORTING PERIODS – NAMED CERTIFICATE HOLDER

1. Automatic Extended Reporting Period Of One (1) Year – Named Certificate Holder

In the event of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4., the insurance under this Policy shall cease on such date. The "Named Certificate Holder" shall have a free Automatic Extended Reporting Period of one (1) year after such date to report in writing to the Company any "Claim" which is first made during said Automatic Extended Reporting Period of one (1) year and arises out of a negligent act, error or omission or "Personal Injury" which occurred before such date and on or after the "Retroactive Date". This Automatic Extended Reporting Period of one (1) year, however, shall be limited to "Claims" solely involving products provided by the "Additional Insured". The "Additional Insured" shall have coverage during the free Automatic Extended Reporting Period of one (1) year in accordance with Insuring Agreement B. thereof. Notwithstanding Section VII – CONDITIONS, Subsection A., no coverage shall be provided in the event the "Named Certificate Holder" has any other applicable insurance. This Automatic Extended Reporting Period shall be included within the Automatic Two (2) Year Extended Reporting Period below or the Optional Extended Reporting Period, if such is purchased. No coverage shall be provided if the "Named Certificate Holder" cancels this Policy before the end of the "Policy Period".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Section I.A. Coverage – Professional Liability Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omission Liability Policy

It is agreed that:

I. Section I.A . COVERAGE – PROFESSIONAL LIABILITY is replaced with the following:

A. COVERAGE – PROFESSIONAL LIABILITY

The Company shall pay on behalf of the "Insured", subject to the Limits of Liability shown in Item 4. of the "Certificate of Insurance", all sums in excess of the Deductible shown in Item 6. of the "Certificate of Insurance" that the "Insured" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Insured" and reported to the Company in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:

1. The "Claim" arises out of a negligent act, error or omission of the "Insured" in rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession as an "Agent", "Wholesale Agent" "General Agent", notary public, "Registered Representative," or Investment Advisor Representative while there is in effect a contract between the "Named Certificate Holder" and the "Additional Insured"; and such negligent act, error or omission occurred on or after the "Retroactive Date" and before the end of the "Certificate Period". In the event that the "Named Certificate Holder's" contract with the Additional Insured terminates during the "Policy Period", the "Named Certificated Holder's" coverage shall continue for ninety (90) days, or until the end of the "Policy Period", whichever is greater; or
2. The "Claim" is for a "Personal Injury" caused by an offense arising out of rendering or failing to render "Professional Services" for others in the conduct of the "Named Certificate Holder's" profession identified in Section I – INSURING AGREEMENTS, Subsection A.1. above while there is in effect a contract between the "Named Certificate Holder" and the "Additional Insured"; and such "Personal Injury" occurred on or after the "Retroactive Date" and before the end of the "Certificate Period". In the event that the "Named Certificate Holder's" contract with the "Additional Insured" terminates during the "Policy Period", the "Named Certificated Holder's" coverage shall continue for ninety (90) days, or until the end of the "Policy Period", whichever is greater.
3. The "Claim" arises out of a negligent act, error or omission of an "Insured", "General Agent" or "Registered Representative" in recruiting, selecting, hiring, contracting, training or supervising anyone in the conduct of such "Insured's" profession listed in Insuring Agreement I.A.1. above. Such coverage as is provided hereunder shall not apply to any "Claim" alleging discrimination of any kind.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Amend Optional Extended Reporting Period for “Named Certificate Holder” Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Section IV – EXTENDED REPORTING PERIODS, Subsection C.3.a. is replaced with the following:

- a. Three (3) years of the date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4. if the retired "Named Certificate Holder", or totally and permanently disabled "Named Certificate Holder", or the legal representative of the deceased "Named Certificate Holder" pays an additional premium equal to one hundred and fifty percent (150%) of the "Named Certificate Holder's" last annual premium within sixty (60) days of such date of "Termination of Coverage" as defined in Section II – DEFINITIONS, Subsections U.3. and U.4.;

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Preamble Amendment Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

The Preamble to the Policy is deleted and replaced with the following:

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE COMPANY DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD OF THIS POLICY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Insuring Agreement I.B Vicarious Liability Coverage Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Section I.B.1. is deleted and replaced with the following:

1. The "Claim" would otherwise be insured under Section I – INSURING AGREEMENTS, Subsection A. and is not due to any actual or alleged negligent act, error or omission or "Personal Injury" of the "Additional Insured". If a "Claim" made against an "Additional Insured" includes both covered and uncovered allegations, the "Additional Insured" and the Company agree to use their best efforts to agree upon a fair and proper allocation of the payment of "Damages" and "Defense Costs" for such "Claim";

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



Definition of “Defense Costs” Amendment Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Section II.H.1 is deleted and replaced with the following:

1. All reasonable and necessary fees charged by any lawyer designated by the Company or by the "Insured", with the Company's written consent, for the defense of a "Claim";

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Limits of Liability Amendment Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Sections III.A. and III.B. are deleted and replaced with the following:

- A. The Limits of Liability – Aggregate/Each "Named Certificate Holder" shown in Item 4 of the "Certificate of Insurance" is the most the Company will pay for all "Damages" arising out of "Claims" against the "Named Certificate Holder", unless otherwise stated by endorsement.
- B. Subject to Subsection A. above, the Limits of Liability – Each "Claim"/Each "Named Certificate Holder" shown in Item 4 of the "Certificate of Insurance" shall apply in excess of the Deductible shown in Item 6 of the "Certificate of Insurance" and is the most the Company will pay for "Damages" arising out of any one "Claim" against the "Named Certificate Holder", unless otherwise stated by endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Subrogation Amendment Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

Section VII.B. is deleted and replaced with the following:

B. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the "Insured's" rights of recovery, and the "Insured" shall execute and deliver instruments and all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company to bring suit in the name of the "Insured". The Company agrees, however, to waive any such rights of recovery against the "Named Insured" named in Item 2 of the "Certificate of Insurance".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Definition of “Securities” Amended Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Sponsored Insurance Agents Errors and Omissions Liability Policy

It is agreed that:

- I. Section II.T. "Securities" is deleted in its entirety and replaced with the following:
 - T. "Securities" mean the term used by the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act of 1940, as applicable, or any state securities laws. With respect to any publicly traded Real Estate Investment Trusts ("REITS") and Tenant-In-Common/IRS Section 1031 Exchanges, the most the Company will pay for all "Damages" and "Defense Costs" arising out of "Claims" against the "Named Certificate Holder" shall be the Limit of Liability of \$500,000 each "Claim" and \$1,000,000 Aggregate per "Policy Period" excess of the applicable Deductible Amount for each "Claim" which shall be part of and not in addition to the Limit of Liability shown in Item 4. of the "Certificate of Insurance".
- II. The following is added to Section III. LIMITS OF LIABILITY, DEDUCTIBLE AND MULTIPLE CLAIMS AND CLAIMANTS:

The Sublimit of Liability contained in Section II.T. shall be part of and not in addition to the Limit of Liability – Aggregate/Each "Named Certificate Holder" shown in Item 4. of the "Certificate of Insurance".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Life Insurance Company Sponsored Life Insurance Agents Security And Privacy Liability – Claims Made Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Add'l Prem.	Return Prem.
EOC 6556117-09	02/15/2019	02/15/2020	02/15/2019		

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE EXCEPT FOR INSURING AGREEMENT E. AND VARIOUS PROVISIONS IN THIS ENDORSEMENT RESTRICT COVERAGE. READ THE ENTIRE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. DEFENSE COSTS REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF INSURANCE AND APPLY TO THE DEDUCTIBLES.

THE INSURANCE UNDER THIS COVERAGE ENDORSEMENT APPLIES ONLY TO COVERAGE INDICATED AS PURCHASED IN THE SCHEDULE BELOW.

Except as otherwise provided herein, this Coverage Endorsement forms part of, and is subject to, the definitions, terms, conditions, exclusions and other limitations contained in the Policy. If there is any conflict between this Coverage Endorsement and the Policy, this Coverage Endorsement shall prevail.

I. SCHEDULE OF ADDITIONAL COVERAGE

In consideration of the premium charged, it is hereby understood and agreed that the following Schedule shall apply to the coverage provided by this endorsement:

SCHEDULE				
	Coverage(s)	Purchased	Applicable Limits of Insurance	Applicable Deductibles
D.	<i>Security and Privacy Liability Coverage</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Coverage D.1. Limit of Insurance \$250,000 all "Loss" each "Claim" and all "Claims" in the aggregate	\$1,000 each "Claim"
	<i>Regulatory Proceeding Coverage</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Coverage D.2. Limit of Insurance \$250,000 all "Loss" each "Regulatory Proceeding" and all "Regulatory Proceedings" in the aggregate	\$1,000 each "Regulatory Proceeding"
E.	<i>Privacy Breach Costs Coverage</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Coverage E. Limit of Insurance \$250,000 each "Privacy Event" and all "Privacy Events" in the aggregate	\$0 each "Privacy Event"

Aggregate Limit of Liability	\$500,000	All Coverages and "Insureds" Combined
"Retroactive Date"	02/15/2018	

II. ADDITIONAL INSURING AGEEMENTS

The following Coverage is added to **SECTION I. INSURING AGREEMENTS – SECURITY AND PRIVACY PROTECTION COVERAGE:**

D. SECURITY AND PRIVACY LIABILITY

1. Security and Privacy Liability Coverage

The "Company" shall pay on behalf of the "Insured", subject to the applicable Limits of Liability shown in the Schedule above, all "Loss" in excess of the applicable deductible shown in the Schedule above that the "Insured" becomes legally obligated to pay on account of any "Claim" first made against the "Insured" and reported to us during the "Certificate Period" or any Extended Reporting Period, if applicable, for a "Wrongful Act", provided such "Wrongful Act" first occurs on or after the Retroactive Date and before the end of the "Certificate Period".

2. Regulatory Proceeding Coverage

The "Company" shall pay on behalf of the "Insured", subject to the applicable Limits of Liability shown in the Schedule above, for all "Loss" in excess of the applicable deductible shown in the Schedule above that the "Insured" incurs in responding to any "Regulatory Proceeding" first made against the "Insured" and reported to us during the "Certificate Period" or any Extended Reporting Period, if applicable, for a "Privacy Wrongful Act" or "Security Wrongful Act" concerning a "Privacy Event", provided such "Privacy Wrongful Act" or "Privacy Event" or "Security Wrongful Act" first occurs on or after the Retroactive Date and before the end of the "Certificate Period".

E. PRIVACY BREACH COSTS

The "Company" shall reimburse the "Insured", subject to the applicable Limits of Liability shown in the Schedule above for the "Privacy Breach Costs" in excess of the applicable deductible shown in the Schedule above that the "Insured" incurs that directly result from a "Privacy Event", provided such "Privacy Event" first occurs and is reported to us during the "Certificate Period".

III. DEFENSE AND SETTLEMENT

Solely as applies to the coverage afforded by this endorsement, Section I.C. DEFENSE AND SETTLEMENT is deleted and replaced with the following:

1. Defense and Settlement of "Claims" other than "Regulatory Proceedings"

We shall have the right and duty to defend a "Claim", even if the allegations are groundless, false or fraudulent. The "Insured" may not incur any "Defense Costs" in or settle any such "Claim", or otherwise admit or assume any liability or obligation, without our consent. We will not be liable for any "Defense Costs", settlement, liability or obligation to which we have not consented.

We may investigate any such "Claim", other than a "Regulatory Proceeding", as we deem necessary and make any settlement or compromise of such "Claim" as we deem expedient, but our right and duty to defend ends when the applicable Limit of Insurance is exhausted by payment of "Loss". If we recommend a settlement in any such "Claim" acceptable to the claimant and the "Insured" refuses to consent to such settlement then, subject to the applicable Limit of Insurance, our liability for such "Claim" will not exceed:

- a. The amount for which such "Claim" could have been settled by us plus "Defense Costs" up to the date the "Insured" refused to settle such "Claim"; plus

- b. fifty percent (50%) of any "Damages" and/or "Defense Costs" in excess of a. above incurred in such "Claim". The remaining "Damages" and/or "Defense Costs" will be borne by the "Insured" at its own risk uninsured.

2. Defense of "Regulatory Proceedings"

We shall have the duty to defend any "Regulatory Proceeding". The "Insured" may not incur any "Defense Costs" in any "Regulatory Proceeding" without our consent, such consent not to be unreasonably withheld. We will not be liable for any "Defense Costs" to which we have not consented. We have the right to associate in the defense of, and may investigate, any such "Regulatory Proceeding" as we deem necessary.

IV. CHANGES TO DEFINITIONS

1. Solely as applies to the coverage afforded by this endorsement, Section **II. DEFINITIONS**, Paragraphs F. "Claim", G. "Damages", and H. "Defense Costs", are deleted and replaced with the following:

F. "Claim" means:

- (1) a written demand against the "Insured" for monetary damages or non-monetary or injunctive relief, including a written demand that the "Insured" toll or waive a statute of limitations;
- (2) a civil proceeding against the "Insured" for monetary damages or non-monetary or injunctive relief, commenced by the service upon the "Insured" of a complaint or similar pleading, including any appeal thereof; or
- (3) an arbitration or other alternative dispute resolution proceeding against the "Insured" for monetary damages or non-monetary or injunctive relief, commenced by the "Insured's" receipt of a request or demand for such proceeding, including any appeal thereof.

Solely with respect to: (i) "Loss" reimbursement coverage afforded under Insuring Agreement D.2., and (ii) payment of a "Consumer Redress Fund", "Claim" includes a "Regulatory Proceeding".

- G. "Damages" means any amount, including judgments and settlements, the "Insured" is legally obligated to pay as the result of a "Claim" against the "Insured". "Damages" include a "Consumer Redress Fund", unless uninsurable under the applicable law most favoring coverage for a "Consumer Redress Fund".

"Damages" do not include:

1. "Defense Costs";
2. The loss, offset or return of fees, commissions, royalties, bonuses or profits by the "Insured" or the cost to re-perform any services;
3. The cost to comply with any injunctive or non-monetary relief;
4. The cost to design, upgrade, maintain, or improve a "Computer System", including correcting any deficiencies or problems;
5. Principal, interest or other moneys paid or due as the result of any loan, lease or extension of credit;
6. Taxes, fines, sanctions, or penalties; unless such taxes, fines, sanctions, or penalties are imposed pursuant to "Privacy Regulations" or result from a "Regulatory Proceeding" but only to the extent that such taxes, fines or penalties are insurable under the internal laws of any applicable jurisdiction; or
7. "Privacy Breach Costs".

- H. "Defense Costs" means the reasonable and necessary attorneys' fees, costs, charges and expenses incurred by or on behalf of the "Insured" in the defense or appeal of a "Claim", including the cost of attachment or similar bonds, provided the "Company" shall have no obligation to apply for or furnish such bonds. "Defense Costs" do not, however, include salaries, wages, overhead or benefit expenses associated with the "Company's" directors, officers or employees or any amount paid by the "Company" or any other insurer pursuant to any policy(ies), coverage parts, or endorsements of insurance, other than this endorsement, under which there is a duty to defend.

2. It is further agreed that solely as applies to the coverage afforded by this endorsement, the following definitions are added to Section **II. DEFINITIONS**:

"Computer System" means computer hardware and "Software", and the "Electronic Data" stored thereon, as well as associated input and output devices, data storage devices, networking equipment, components, firmware and

electronic backup facilities, including systems accessible through the internet, intranets, extranets or virtual private networks.

"Consumer Redress Fund" means any sum of money the "Insured" is legally required to deposit in a fund for the payment of consumer claims due to a settlement of, or an adverse judgment in, a "Regulatory Proceeding".

"Denial of Service Attack" means an attack by any person or entity, other than an "Insured", designed to slow or completely interrupt access to a targeted "Computer System" or website by flooding it with a massive number of requests.

"Electronic Data" means information that exists in electronic form, including "Personal Information"; provided, however, "Electronic Data" does not include "Software".

"Insured's Computer System" means (i) a "Computer System" the "Insured" leases, owns or operates;

"Interrelated Wrongful Acts" means all "Wrongful Acts" that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

"Loss" means "Damages" and "Defense Costs".

"Malicious Code" means unauthorized, corrupting, or harmful "Software", including computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs.

"Network Security" means the use of hardware, "Software", firmware and written security policies and procedures by an "Insured", or by others on behalf of the "Insured", to protect against "Unauthorized Access" to or the "Unauthorized Use" of the "Named Insured's Computer System" including the use of the "Insured's Computer System" in a "Denial of Service Attack".

"Personal Information" means any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, social security number, medical or healthcare data or other protected health information, driver's license number or state identification number, account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account or any other non-public personal information as defined in "Privacy Regulations"; provided, however, "Personal Information" does not include information lawfully available to the general public for any reason, including information from federal, state, or local government records.

"Pollutants" means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a state, county, municipality or locality counterpart thereof. "Pollutants" shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, silica, noise, fungus (including mold, mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but not any fungi intended by the "Insured" for consumption) and electric or magnetic or electromagnetic field. Such matters shall include, without limitation, solids, liquids, gaseous, thermal, biological, nuclear or radiological irritants, contaminants or smoke, soot, fumes, acids, alkalis, chemicals or waste materials.

"Privacy Breach Costs" means the reasonable and necessary fees, costs, charges and expenses incurred by the "Insured" within the period of twelve (12) months of the "Insured" first having knowledge of a "Privacy Event" in retaining an accountant, attorney, public relations consultant or other third party to:

1. Conduct a computer forensic analysis to investigate the "Named Insured's Computer System" to determine the cause and extent of such "Privacy Event";
2. Determine indemnification obligations under any written contract with respect to a "Wrongful Act" by a "Service Provider" in connection with such "Privacy Event";
3. Determine if the "Insured" is obligated to notify customers or applicable regulatory agencies of such "Privacy Event";
4. Effect compliance with any "Privacy Regulation" under the applicable "Privacy Regulation" most favorable to the "Insured's" customers;
5. Notify the "Insured's" customers or applicable regulatory agencies of such "Privacy Event" and establish new account numbers for the "Insured's" customers;
6. Plan, implement, execute and manage a public relations campaign to counter or minimize any actual or anticipated adverse effects of negative publicity from such "Privacy Event" or to protect or restore the "Insured's" business reputation in response to negative publicity following such "Privacy Event"; or

7. Procure credit monitoring services for the "Insured's" customers in responding to such "Privacy Event".

"Privacy Breach Costs" do not include regular or overtime wages, salaries or fees of the "Insured's" directors, officers or "Employees".

"Privacy Event" means:

1. An unauthorized disclosure or loss of:
 - a. "Personal Information" in the care, custody or control of any "Insured"; or
 - b. Corporate information in the care, custody or control of any "Insured" that is specifically identified as confidential and protected under a nondisclosure agreement or similar contract; or
2. A violation of any "Privacy Regulation".

"Privacy Wrongful Act" means any actual or alleged act, error, omission, neglect or breach of duty by an "Insured", someone for whom the "Insured" is legally responsible, that results in a "Privacy Event".

"Privacy Regulation" means any of the following statutes, including any amendments thereto or regulations thereunder, associated with the control and use of personally identifiable financial, medical or other sensitive information:

1. Health Information Technology for Economic and Clinical Health Act (HITECH) (American Recovery and Reinvestment Act of 2009);
2. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
3. California Security Breach Notification Act (CA SB 1386), CA AB 211 and CA SB 541;
4. Section 5(a) of the Federal Trade Commission Act (15 U.S.C. 45(a)), but solely for alleged unfair or deceptive acts or practices in or affecting commerce;
5. Massachusetts 201 CMR 17;
6. The Identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; and
7. Any similar state, federal or foreign identity theft or privacy protection statute.

"Property Damage" means physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that has not been physically injured; provided, however, "Property Damage" does not mean physical injury to, loss or destruction of "Electronic Data".

"Regulatory Proceeding" means:

1. A formal investigation of an "Insured" by an administrative or regulatory agency or similar governmental body concerning a "Privacy Event"; or
2. An administrative adjudicative proceeding against an "Insured" by an administrative or regulatory agency or similar governmental body for a "Privacy Wrongful Act" or a "Security Wrongful Act", including an appeal thereof; commenced by the "Insured's" receipt of a subpoena, investigative demand, complaint or similar document.

"Security Wrongful Act" means any actual or alleged act, error, omission, neglect, or breach of duty by the "Insured", someone for whom the "Insured" is legally responsible, which causes a breach of the "Insured's"

"Network Security" that results in:

1. The theft, alteration, or destruction of "Electronic Data" on the "Insured's Computer System";
2. The "Unauthorized Access" to or "Unauthorized Use" of the "Insured's Computer System";
3. The denial of an authorized user's access to the "Insured's Computer System", unless such denial of access is caused by a mechanical or electrical failure outside the control of the "Insured";
4. The participation by the "Insured's Computer System" in a "Denial of Service Attack" directed against a third party's "Computer System"; or
5. The transmission of "Malicious Code" from the "Insured's Computer System" to a third party's "Computer System".

"Software" means operations and applications, codes and programs by which "Electronic Data" are electronically

collected, transmitted, processed, stored or received. "Software" does not include "Electronic Data".

"Unauthorized Access" means the gaining of access to a "Computer System" by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.

"Unauthorized Use" means the use of a "Computer System" by an unauthorized person or persons or by an authorized person or persons in an unauthorized manner.

"Wrongful Act" means a "Security Wrongful Act" or a "Privacy Wrongful Act".

The foregoing definitions apply equally to the singular and plural forms of the respective words.

V. CHANGES TO EXCLUSIONS

1. Solely as applies to coverage afforded by this endorsement, the first sentence of Section **VI. EXCLUSIONS** is deleted and replaced with the following:

"We will not pay any "Loss" or any "Privacy Breach Costs" resulting from any "Claim" made against any "Insured", any "Privacy Breach Costs" the "Insured" incurs resulting from a "Privacy Event" based upon, arising out of or attributable to:"

2. Solely as applies to the coverage afforded by this endorsement, Section **VI. EXCLUSIONS**, Paragraph X is deleted in it's entirety.
3. Solely as applies to the coverage afforded by this endorsement, Section **VI. EXCLUSIONS**, Paragraphs A, B, K, R, T, W, Y, and Z are deleted and replaced with the following:

- A. Any dishonest, fraudulent, criminal, or malicious "Wrongful Act" committed by an "Insured"; any intentional or knowing violation of law committed by an "Insured"; or any gaining of any profit, remuneration, or financial or non-financial advantage by an "Insured" to which the "Insured" was not legally entitled;

provided, however, we will pay "Defense Costs" and defend such "Claim" until there is a judgment, binding arbitration decision or final adjudication which establishes such dishonest, fraudulent, criminal or malicious "Wrongful Act", intentional or knowing violation of law or profit, remuneration, or advantage. In this event, the "Insured" shall reimburse us for any "Defense Costs" paid by us on behalf of such "Insured" resulting from such "Claim".

- B. Any actual or alleged bodily injury, mental anguish, emotional distress, pain and suffering, shock, or humiliation, sickness, disease, or death of any person or "Property Damage"; provided, however, this exclusion does not apply to mental anguish, emotional distress, pain and suffering, or shock resulting from a "Privacy Event".

- K. Any "Claim" brought by or on behalf of, or at the behest or for the benefit of:

1. Any "Insured";
2. Any "Broker/Dealer";
4. Any other insurance company;
5. Any other insurance agency; or

provided, however, this exclusion shall not apply to any "Claim" brought by any "Insured" in his or her capacity:

1. as a customer or client of the "Insured"; or
 2. as an employee of the "Insured" for a "Privacy Event" relating to the unauthorized disclosure of such employee's "Personal Information".
- R. Any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by the "Insured" or any other third party, including actual or alleged violations of:
 1. the Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law; or
 2. the CAN-SPAM Act of 2003, including any amendment or addition to such law; or
 3. any other federal, state or foreign anti-spam statute or federal, state or foreign statute, law, ordinance or regulation relating to a person's or entity's right of seclusion or the prohibition or limitation of the sending, transmitting, communication or distribution of material or information.

- T. Brought by, or on behalf of, the Securities Investor Protection Corporation, or any governmental, quasi-governmental, regulatory, or self-regulatory entity, whether directly or indirectly; provided however, this exclusion shall not apply to a "Regulatory Proceeding" that may constitute, or a "Privacy Wrongful Act" or a "Security Wrongful Act" alleging a violation of, a "Privacy Regulation".
- W. Any actual or alleged theft, infringement, dilution, violation or misappropriation of any patent, trade secret, copyright, service mark, trade name, trade mark or other intellectual property of any third party; provided, however, this exclusion shall not apply to the extent any "Claim" alleges an inadvertent disclosure of a trade secret that constitutes a "Privacy Event".
- Y. Any actual or alleged:
 - a. Refusal to employ a person;
 - b. Termination of a person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, false imprisonment, invasion of rights to privacy, infliction of emotional distress, defamation, harassment, humiliation or discrimination directed at a person; or
 - d. Any "Claim" by the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs a, b, or c. above is directed.

This exclusion applies:

- 1. Whether the "Insured" may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to any "Claim" by an "Employee" of an "Insured" for a "Privacy Event" relating to the unauthorized disclosure of such "Employee's" "Personal Information".

- Z. Any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by an "Insured", or was first reported to any insurer, prior to the effective date of the "Certificate Period".

If an "Insured" is added to this policy subsequent to the effective date of the "Certificate Period", then this insurance shall not apply to any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by that "Insured", or was first reported to any insurer, prior to the date that such "Insured" was added to this policy.

If this Endorsement was added to this policy subsequent to the inception date of the "Certificate Period", then this insurance shall not apply to any "Claim" based upon, arising out of or relating to any "Wrongful Act" that was known or should have been known by an "Insured", or was first reported to any insurer, prior to the date that this Endorsement was added to this policy.

- 4. In addition to Section **VI. EXCLUSIONS**, we will not pay any "Loss" or any "Privacy Breach Costs" resulting from any "Claim" made against any "Insured", any "Privacy Breach Costs" the "Insured" incurs resulting from a "Privacy Event" based upon, arising out of or attributable to:

Breach of any warranty, guarantee, or promise of fitness or suitability, whether express, implied, constructive, oral or written;

Any actual or alleged unfair competition, deceptive or unfair trade practice, false or deceptive advertising or misrepresentation, price fixing, restraint of trade, monopolization, consumer fraud or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, as amended, or any other federal, state, local, foreign or common law or rules or regulations involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade, or otherwise protecting trade competition; provided, however, this exclusion shall not apply to a "Regulatory Proceeding" that may constitute, or a "Privacy Wrongful Act" or a "Security

Wrongful Act" alleging, a violation of Section 5(a) of the Federal Trade Commission Act (15 U.S.C. 45(a)), including a "Consumer Redress Fund" established in resolving such a "Regulatory Proceeding";

Any intentional failure by the "Insured" to disclose the loss of "Personal Information" in violation of any law or regulation.

Any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or "Software" or any other infrastructure;

The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; any "Claim" or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "Pollutants";

Any failure of the "Insured's" products, including "Software", to perform the function or serve the purpose intended;

War including undeclared or civil war, 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 insurrection, rebellion, revolution, riot, usurped power, or action taken by governmental authority in hindering or defending against any of these;

Any seizure, confiscation, expropriation, nationalization, or destruction of a "Computer System" by order of any governmental authority;

Any fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;

Any taxes, fines, or penalties imposed by any self regulating organization including but not limited to the PCI Security Standards Council or similar organization, or any rules, programs, by-laws, policies, procedures, regulations or requirements established or imposed by any payment card company; or

Any "Privacy Wrongful Act" or "Security Wrongful Act" committed by the "Named Insured".

VI. ADDITIONS TO LIMITS OF LIABILITY, DEDUCTIBLE AND MULTIPLE "CLAIMS" AND CLAIMANTS

It is agreed that solely as applies to the coverage afforded by this endorsement, the following is added to Section III. **LIMITS OF LIABILITY, DEDUCTIBLE AND MULTIPLE "CLAIMS" AND CLAIMANTS:**

The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay, regardless of the number of "Insureds", "Claims" made, or persons or organizations making "Claims".

The Aggregate Limit of Liability for All Coverages and "Insureds" Combined shown in the Schedule is the most we will pay for the sum of all "Loss", including "Loss" from "Regulatory Proceedings", and "Privacy Breach Costs" to which the insurance provided by this Endorsement applies regardless of the number of "Insureds".

The most we will pay for all "Loss" from each "Claim" and all "Claims" for each "Insured" in the aggregate under Section I. **SCHEDULE OF ADDITIONAL COVERAGE**, Paragraph D.1. is the amount shown in the Schedule as the Coverage D.1. Limit of Insurance.

The most we will pay for all "Loss" from each "Regulatory Proceeding" and from all "Regulatory Proceedings" in the aggregate under Section I. **SCHEDULE OF ADDITIONAL COVERAGE**, Paragraph D.2. is the amount shown in the Schedule as the Coverage D.2. Limit of Insurance, which amount shall be part of and not in addition to the Coverage D.1. Limit of Insurance.

The most we will pay for all "Privacy Breach Costs" from each "Privacy Event" and from all "Privacy Events" in the aggregate under Section I. **SCHEDULE OF ADDITIONAL COVERAGE**, Paragraph E., if purchased, is the amount shown in the Schedule as the Coverage E. Limit of Insurance.

We will pay only "Loss" in excess of the applicable Deductible for each "Claim", up to the applicable Limit of Liability. We may, however, elect to pay all or any part of the Deductible to effect a settlement of any matter covered hereunder and, upon notice of such action by us, the "Insured" must promptly reimburse us for the Deductible paid by us.

We will pay only "Privacy Breach Costs" in excess of the applicable Deductible for each "Privacy Event", up to the applicable Limit of Liability.

All "Claims" arising out of the same "Wrongful Act" and all "Interrelated Wrongful Acts" shall be deemed one "Claim", and such "Claim" shall be deemed to be first made on the date the earliest of such "Claims" is first made, regardless of whether such date is before or during the "Certificate Period". All such "Claims" arising out of the same "Wrongful Act" and all "Interrelated Wrongful Acts" shall be subject to a single Deductible and the applicable each "Claim" Limit of Insurance.

VII. ADDITIONS TO EXTENDED REPORTING PERIODS

It is agreed that solely as applies to the coverage afforded by this endorsement, Section VII. **EXTENDED REPORTING PERIODS** is deleted and replaced by the following:

- A. The "Insured" will have the right to purchase an Extended Reporting Period as described below, if:
1. This Endorsement is canceled or nonrenewed for any reason other than fraud or non-payment of premium. Our offer to renew this Endorsement with terms, conditions or premiums that differ from the expiring Endorsement shall not constitute a nonrenewal of this Endorsement.
 2. We renew or replace this Endorsement with insurance that has a Retroactive Date later than the date shown in the Schedule.

An Extended Reporting Period extends the period of time during which a "Claim" can be first made against an "Insured" and reported to us in writing. Such "Claim" must arise out of a "Wrongful Act" that occurred on or after the Retroactive Date but before the end of the "Certificate Period". Any such "Claim" first made during an Extended Reporting Period will be deemed to have been made on the last day of the "Certificate Period". The Extended Reporting Period does not extend the "Certificate Period", change the scope of coverage provided under this Endorsement, or reinstate or increase the Limit(s) of Insurance available under this Endorsement.

- B. If you wish to purchase an Extended Reporting Period:
1. You must give us written notice within sixty (60) days of the end of the "Certificate Period" or the date of the termination of this Endorsement, whichever comes first; and
 2. Pay to us promptly when due all such premiums as required by us.

If you fail to comply with either of the two conditions stated above, you will not at a later date be entitled to purchase an Extended Reporting Period.

The premium for the Extended Reporting Period will be based on the rules and rating plans we are using on the day the Extended Reporting Period begins. The Extended Reporting Period will take effect only after you have paid any additional premium required.

Once an Extended Reporting Period is effective, it cannot be canceled and we shall not return any part of any premium paid to us for such Extended Reporting Period for any reason whatsoever.

The insurance provided under the Extended Reporting Period Endorsement will be excess over any other valid and collectible insurance available to the "Insured", whether primary, excess, contingent or on any other basis, whenever such other valid and collectible insurance is in effect subsequent to the effective date of any such Extended Reporting Period Endorsement.

VIII. CONDITIONS

1. It is agreed that solely as applies to the coverage afforded by this endorsement, Section V. **NOTICE PROVISION** is deleted and replaced with the following:

- A. Notice of a Privacy Event and Insured's Duties

1. As a condition precedent to the "Insured's" rights under Section I. of this Endorsement, the "Insured" must give us written notice of any "Privacy Event" during the "Certificate Period" as soon as practicable after it occurs, but in no event later than sixty (60) days after the "Insured" first becomes aware of such "Privacy Event". Any notice to us of a "Privacy Event" shall not constitute notice of a "Claim" or circumstance, unless such notice expressly states it also is a notice under Section **V. NOTICE PROVISION**.
2. If a "Privacy Event" occurs, the "Insured" must:
 - a. Take all reasonable steps to protect "Computer Systems", "Personal Information", or confidential corporate information from further loss or damage;
 - b. Cooperate with us in our investigation; and
 - c. Allow us to question the Insureds under oath at such times as may be reasonably required regarding the "Insured's" books, records, and any other matters relating to such claim for coverage.
2. The following is added to Subsection VII.A – OTHER INSURANCE:

If the "Claim" arises out of a negligent act, error or omission or "Personal Injury" that occurred during the "Certificate Period" and the "Insured" is covered by any other valid and collectible insurance purchased by the "Named Insured", then this Policy shall be excess over any such other valid and collectible insurance and shall then apply only in the amount by which the applicable Limit of Liability of this Policy exceeds the sum of the applicable Limit of Liability of all such other insurance with the Company, or one of its affiliates. In this event, the "Insured" must elect the applicable policy under which the "Claim" will be made.

Schedule of Coverage and Premium Options



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.
EOC 6556117-09	02/15/2019	02/15/2020

Named Insured: The Agents of Protective Life Insurance Company;
and West Coast Life Insurance Company; Registered Representatives of Pro Equities, Inc.,
Members of the Insurance Professionals Protection Group, Inc. Purchasing Group

The coverage and premium options available during this Policy Period are as follows:

Contract Type	Limits of liability and Deductible	Annual Premium Each Agent
Option I.	\$1,000,000 Each Claim \$1,000,000 Aggregate \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$688* Fixed Life, Accident & Health Insurance Products Only [No series 6 Variable Products or Mutual Funds]
	\$2,000,000 Each Claim \$2,000,000 Aggregate \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$827* Fixed Life, Accident & Health Insurance Products Only [No series 6 Variable Products or Mutual Funds]
	\$3,000,000 Each Claim \$3,000,000 Aggregate \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$1,034* Life, Accident & Health Insurance Products, Mutual Funds, Variable Products
Option II.	\$2,000,000 Each Claim \$2,000,000 Aggregate \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$1,246* Life, Accident & Health Insurance Products, Mutual Funds, Variable Products
	\$3,000,000 Each Claim \$3,000,000 Aggregate \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$1,495 Life, Accident & Health Insurance Products, Mutual Funds, Variable Products
Option III.	\$2,000,000 Each Claim \$2,000,000 Aggregate (\$500K each Claim/ \$1M aggregate solely for Claims arising out of Tenants in Common and REITS) \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$2,292* Life, Accident & Health Insurance Products, Mutual Funds, Variable Products, Financial Products (Securities products placed through and on behalf of ProEquities)
	\$3,000,000 Each Claim \$3,000,000 Aggregate (\$500K each Claim/ \$1M aggregate solely for Claims arising out of Tenants in Common and REITS) \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products	\$2,705* Life, Accident & Health Insurance Products, Mutual Funds, Variable Products

	<p>\$5,000,000 Each Claim \$5,000,000 Each Claim (\$500K each Claim/ \$1M aggregate solely for Claims arising out of Tenants in Common and REITS) \$500 Each Claim; approved products \$2,500 Each Claim; all other covered products</p>	<p>\$3,200 *Life, Accident & Health Insurance Products, Mutual Funds, Variable Products, Financial Products (Securities products place through and on behalf of ProEquities) *Rate does not include a/p [\$300] for optional "Investment Advisor" Coverage</p>
CPA Referral Business Option 1	<p>\$1,000,000 Each Claim \$1,000,000 Aggregate \$500 Each Claim</p>	\$1,432
CPA Referral Business Option 2	<p>\$2,000,000 Each Claim \$2,000,000 Aggregate \$500 Each Claim</p>	\$1,719