



Errors & Omissions Highlight Guide



THIS OUTLINE PROVIDES GENERAL INFORMATION ON YOUR ERRORS AND OMISSIONS PROGRAM WITH BERKSHIRE HATHAWAY. IT IS NOT INTENDED TO INTERPRET THE TERMS OF THE POLICY OR TO GIVE LEGAL ADVICE, BUT RATHER TO SUMMARIZE OUR UNDERSTANDING OF THE COVERAGE PROVIDED. IF THERE IS AN INCONSISTENCY BETWEEN THIS OUTLINE AND THE POLICY LANGUAGE, THE TERMS AND CONDITIONS OF THE POLICY SHALL CONTROL.

Highlights of the Errors and Omissions Professional Liability Plan (PLP)

This is a voluntary program for the Agents of New York Life Insurance Company

Sponsored by the New York Life Agents' Purchasing Group

Policy Number

42-PLA-151408-04

Policy Period

September 1, 2023 to September 1, 2024

Insurer

Berkshire Hathaway National Fire & Marine Insurance Company (a Berkshire Hathaway Company)

85 Broad St, New York, New York 10004

Broker

Aon Risk Services Northeast, Inc.

1 Liberty Plaza, New York, NY 10006

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I. Current Program Review

Carrier:	National Fire & Marine Insurance Company (a Berkshire Hathaway Company), a non-admitted insurer rated A++(Superior): by A.M. Best
Policy Owner:	The Agents of New York Life Insurance Company
Individual Insureds:	New York Life Insurance Company The Agents of New York Life Insurance Company The Agents of New York Life Insurance and Annuity Corporation The Agents of NYLIFE Insurance Company of Arizona The Investment Advisor Representatives of Eagle Strategies LLC The Registered Representatives of NYLIFE Securities Inc. The Agents and Registered Representatives of NYLIFE Securities LLC Members of the New York Life Agents Purchasing Group
Policy Period:	September 1, 2023 to September 1, 2024
Policy Number:	42-PLA-151408-04
Limits of Liability:	<i>(Defense costs are outside the limits of liability)*</i> <i>*Cybersecurity Coverage sublimits apply -</i> <i>See Section II.U for details.</i>
Option 1:	\$1,000,000 each Claim/Each Certificate Holder \$3,000,000 Annual Aggregate/Each Certificate Holder
Option 2:	\$2,000,000 each Claim/Each Certificate Holder \$6,000,000 Annual Aggregate/Each Certificate Holder
Option 3**:	\$5,000,000 each Claim/Each Certificate Holder \$10,000,000 Annual Aggregate/Each Certificate Holder <i>**This option is only available to 2022 or 2023 Chairman's Council Agents, or Agents who have qualified for Chairman's Council at least twice within the last five years (2019 – 2023 Council years), and Agents who are Investment Advisor Representatives of Eagle Strategies who are required to maintain this level of coverage in the discretionary LWP programs.</i>
Option 4***:	\$1,000,000 each Claim/Each Certificate Holder \$1,000,000 Annual Aggregate/Each Certificate Holder <i>***This option is only available to Referring Broker Sub-producers</i>
Deductible:	\$0 Each Claim (please see Sections II.V, II.Y and III.P.v.(2) for exceptions for which a \$2,500 Deductible per Claim applies)

II. Questions and Answers

A. Who Is the Insurer?

National Fire & Marine Berkshire Hathaway Insurance Company, a Berkshire Hathaway Company, (hereinafter “Berkshire Hathaway”), a non-admitted insurer with an A.M. Best rating of A++ (Superior) as of June 2023.

B. Who Is the Sponsor of the Group Life Insurance Agents’ Errors and Omissions Liability Policy (hereinafter referred to as “PLP”)?

The New York Life Agents Purchasing Group is the sponsor of the PLP.

C. Who/What Are Insureds Under the PLP?

1. Enrolled Agents

Enrolled Agents who have an agent's contract with NYL or a NYL subsidiary and are licensed by the appropriate authorities to solicit and sell life, accident, and health insurance products and/or services.

2. Enrolled Registered Representatives of NYLIFE Securities LLC

Enrolled Registered Representatives who have an agent's contract with NYL or a NYL subsidiary and a registered representative agreement with NYLIFE Securities LLC (hereinafter referred to as “NYLSEC”) and are licensed by the appropriate regulatory authorities.

3. Enrolled Grandfathered NYL Agents

An enrolled grandfathered NYL agent who is associated with a broker/dealer other than NYLSEC and who has met all of the following conditions: i) is currently enrolled in the PLP, ii) renews coverage under the PLP, iii) has permission from NYL to associate with an outside broker/dealer that is registered with FINRA, iv) has a registered representative agreement with that broker/dealer, v) sells all securities through that broker/dealer, and vi) is licensed by the appropriate regulatory authorities. NYL will provide a list of these agents to Berkshire Hathaway.

4. Employees of Insured

Employees acting on behalf of an Insured, but only with respect to professional services as defined in the policy (hereinafter called “Professional Services”) provided by the Insured.

5. Enrolled Employees of NYL

Enrolled employees of NYL or a NYL subsidiary who are engaged in Professional Services. TAS agents are included in this group.

6. Owned Business Entity

Any corporation, partnership, or other business entity that engages in Professional Services and is either owned or controlled by an Insured Agent is generally covered under the Insured's policy, but only with respect to those operations of the business entity related to the Professional Services provided by the Insured Agent.

7. Enrolled IARs of Eagle Strategies Corp.

Enrolled Investment Adviser Representatives ("IARs") of Eagle Strategies Corporation or Eagle Strategies LLC (hereinafter referred to as "Eagle" or "Eagle Strategies") who: i) have an agent's contract with NYL and are properly licensed; and ii) render financial investment advice on behalf of Eagle for compensation pursuant to a written contract defining the scope of their services and the amount of compensation.

Associate Financial Advisers (AFA) are Registered Service Assistants who are affiliated with Eagle Strategies. The AFAs are generally covered under the Supervising IAR'S policy for any services that they perform on the Supervising IAR'S behalf while assisting the IAR Agent in the sale or servicing of covered insurance products, mutual funds, and securities. This is conditioned on the Associate Financial Advisers' acting within the scope of their duties as defined by the appropriate regulatory authorities.

8. Licensed/Registered Service Assistants

Licensed/Registered Service Assistants are generally covered under the Supervising Agent's policy for any services that they perform on the Supervising Agent's behalf while assisting the Supervising Agent in the sale or servicing of covered insurance products, mutual funds, and securities. This is provided that the Licensed/Registered Service Assistants are acting within the scope of their duties as defined by the appropriate regulatory authorities.

9. NYL and Subsidiaries and Referring Agents

NYL and its subsidiaries, Referring Corporate Agents, Referring Corporate Subagents, and Referring Business Agents who have a non-soliciting Memorandum of Understanding with NYL are covered as Additional Insureds under the Insured Selling Agent's policy. This means that they are covered to the extent that they are sued for liabilities arising from the Selling Agent's allegedly negligent acts, errors, or omissions.

For example, if a Referring Corporate Agent, Referring Corporate Subagent, or Referring Business Agent is sued solely because of an allegedly negligent referral to a Selling Agent, s/he will not be covered under the Selling Agent's policy (hence the need for separate coverage).

Similarly, if a claim alleges that NYL is vicariously liable as principal for the negligent acts of one of its agents, NYL would have coverage as an Additional Insured.

Each Referring Corporate Agent, Referring Corporate Subagent, and Referring Business Agent who has a Non-Soliciting Memorandum of Understanding with New York Life and is enrolled in the PLP is generally covered for claims that s/he acted improperly in connection with his/her referral of a customer to a Selling Agent. Activities/services beyond the scope of providing a referral will not be covered.

10. Referring Broker Sub-producers

For purposes of these PLP Highlights, “Referring Broker Sub-producer” refers to someone with a Referring Sub-producer’s Contract (for use with the Referring Broker Contract for Corporations) and also the licensed and appointed sole proprietor or partner associated with a Referring Broker’s Contract for Businesses.

Referring Broker Sub-producers under the Professional Alliance Program who enroll in the PLP and pay the premium are covered for referrals to Soliciting Agents. The Soliciting Agent also must be enrolled in the PLP and the referral must be for individual life and health policies and annuities. Coverage is subject to limits of \$1M per claim and per policy period. Coverage does not extend to any acts, errors, or omissions unrelated to the referral of a client to a New York Life Agent for the sale of the products specified.

Important Note: Coverage limits afforded to the Agent are shared with the individuals or entities covered under the Agent’s policy. Subject to a \$25,000 deductible per claim, NYLIFE Securities LLC and NYLINK Insurance Agency Incorporated each are covered for \$1M per claim/\$5M for direct liability in the aggregate in their capacity as General Agents. Coverage for NYLIFE Securities LLC and NYLINK Insurance Agency does not erode an individual agent’s limits unless NYLIFE Securities LLC or NYLINK Insurance Agency is sued as the result of an agent’s negligent acts, errors, or omissions. NYLIFE Securities LLC and Eagle Strategies maintain direct liability coverage limits of \$2M per claim / \$10M in the aggregate for specified Professional Services breaches. If the Agent is named in a claim with NYLIFE Securities LLC or Eagle Strategies, the Agent and NYLIFE Securities LLC/Eagle Strategies will share the Broker-Dealer’s or the agent’s limits, whichever set of limits is higher.

D. What Are Damages?

Damages means those amounts any Insured is legally obligated to pay as a result of a Claim or Personal Injury, including, but not limited to: compensatory damages and settlements and judgments, including costs and fees awarded pursuant to a covered judgment and pre-judgment and post-judgment interest on that portion of a covered judgment. Damages shall not include taxes. Damages do not include fines or penalties imposed by law, or punitive damages, costs incurred by an Insured to comply with any order for non-monetary relief (including injunctive relief) or with any agreement to provide such relief, the return or withdrawal of fees, charges or other compensation, including, without limitation, the structure of fees or excessive fees, paid to an Insured, provided, however, this shall not apply to surrender charges;

E. What Are Your Limits of Liability?

Each Established Agent and enrolled employee has the option of purchasing a limit of liability of either \$1,000,000 each Claim/\$3,000,000 Annual Aggregate or \$2,000,000 each Claim/\$6,000,000 Annual Aggregate. TAS Agents in their first contract year, Referring Agents, PTAS Agents and College Interns can only elect \$1,000,000 each Claim/\$3,000,000 Annual Aggregate. Chairman’s Council agents can purchase a limit of \$5,000,000 each Claim/\$10,000,000 in the Annual Aggregate if they are 2022 or 2023 Chairman’s Council Agents, or Agents that have qualified for Chairman’s Council at least twice within the last five years (2019 – 2023 Council years).

Referring Broker Sub-producers have only one option: \$1,000,000 each Claim/\$1,000,000 Annual Aggregate.

As detailed in Section II.U, claims arising out of cyber breaches are subject to sublimits of liability.

Please note that your per claim limit is the maximum Berkshire Hathaway will pay on your behalf for any one claim. The aggregate limit is the maximum amount Berkshire Hathaway will pay in any policy period for each Agent regardless of the number of claims. Berkshire Hathaway will pay defense costs subject to the terms of the policy and payment will not reduce the Limits of Liability.

F. What Professional Services Are Covered?

“Professional Services” shall mean:

a. with respect to an Agent or a Registered Representative or Registered Investment Advisor, the following services that are provided to a client:

i. The sale, attempted sale or servicing of:

1. Life insurance, accident and health insurance, managed health care organization contracts, disability income insurance, fixed annuities, equity indexed annuities, workers’ compensation insurance as part of a 24-hour care coverage (as defined by statutory law), and long-term care insurance; or

2. KEOGH retirement plans, employee benefit plans, individual retirement accounts or arrangements; or

3. Variable products, including, but not limited to Variable Annuities, Flexible and Scheduled Premium Annuities and Variable Life Insurance or mutual funds that are registered with the SEC.

4. Securities approved by:

i. the Sponsor Broker-Dealer or a Broker-Dealer authorized by the Sponsor Broker-Dealer; or

ii. sold through a prior Broker-Dealer, as long at the time of such sale the Registered Representative had a contract with such Broker-Dealer and was authorized to sell such securities; or

ii. the Administration of Employee Benefit Plans; or

iii. Investment Advisory Services; or

iv. As a fiduciary adviser, as defined in the Pension Protection Act of 2006, as amended, or as described in Section 3(21) (A)(ii) of the Employee Retirement Income Security Act of 1974, as amended, and any rules promulgated thereunder, respectively; or

v. solely in connection with the services described in subparagraphs i. through iv. above:

1. Financial Planning Services, including when an additional fee is not charged; or

2. Referral of a natural person or organization to an Agent or a Registered Representative or Registered Investment Adviser; or

3. The use of any internet marketing, including social media, to achieve the marketing and communication goals of an Insured's business; or
- vi. as a notary public; or
- vii. solely in connection with the services described above in this subparagraph a., the recruiting, hiring, contracting, selecting, supervision, management and training of an Agent, a Registered Representative or a Registered Investment Adviser; or
- viii. with respect to the Sponsor Broker-Dealer: (i) Investment Advisory Services; (ii) Supervisory Services; or (iii) Due Diligence Services; but in all cases only to the extent any such services described in (i) through (iii) of this subparagraph b. are provided by the Sponsor Broker-Dealer in the course and scope of such Insured's business as a Broker-Dealer.
- b. with respect to the Sponsor Broker-Dealer: (i) Investment Advisory Services; (ii) Supervisory Services; or (iii) Due Diligence Services; but in all cases only to the extent any such services described in (i) through (iii) of this subparagraph b. are provided by the Sponsor Broker-Dealer in the course and scope of such Insured's business as a Broker-Dealer.

G. What Is Your Deductible?

With limited exceptions, there is no deductible for any claims. (Please see Sections II.V, II.Y, and III.P.v.(2) for exceptions with a \$2,500 per claim deductible.)

H. Are Prior Acts Covered Under the PLP?

Yes, Prior Acts are covered as long as:

- a. The Insured had no knowledge prior to his or her original date of enrollment in the PLP of a circumstance that could reasonably be expected to result in a Claim;
- b. There is no other valid and collectible insurance available;
- c. The alleged errors or omissions fall within the scope of covered professional services; and
- d. If a claim involves the sale of a securities product, the covered Agent's prior broker/dealer:
 - had a registered representative agreement with the covered Agent at the time of sale; and
 - approved the security that was sold.

I. Is Financial Planning Covered?

Yes, for all Agents relating only to products for which services are intended to be covered under the PLP. Investment Adviser Representatives ("IAR") of Eagle Strategies are covered for financial planning and investment advice for all products, other than those that are excluded, provided they have a written contract with Eagle Strategies that defines the scope of such advice and/or services and their compensation. The Eagle IARs are also covered for the following services:

- investment advice provided as a fiduciary adviser to a plan sponsor established under ERISA. This coverage does not apply if the Eagle IARs are appointed as Named Fiduciary.

- referral or advice to a plan sponsor with respect to a third-party discretionary investment manager evaluated by Eagle
- service provider support services and plan participant education and enrollment

J. Am I Covered for the Sale of the Insurance Products of Other Life Insurance Companies?

Yes. Berkshire Hathaway's policy covers you for the professional services you render as a life insurance producer for other companies.

K. Does Berkshire Hathaway Provide a Defense?

Yes. Berkshire Hathaway has the right and duty to defend a claim against you alleging negligent acts, errors, or omissions in rendering or failing to render "Professional Services" for third-parties in your capacity as a NYL agent. Subject to the policy terms and conditions, a defense is provided even if the suit is groundless, false, or fraudulent. This means that Berkshire Hathaway will appoint counsel for you. You should not retain your own counsel unless Berkshire Hathaway gives you written consent to do so.

L. Can I Settle a Claim Without Berkshire Hathaway's Consent?

No. You should not make any payment, admit any liability, or settle any claim without the written consent of Berkshire Hathaway. Doing so may jeopardize your coverage under the policy.

M. Is Personal Injury Coverage Provided Under the Policy?

Yes. Personal injury (which includes libel, slander and defamation) is covered as long as it arises in connection with the rendering or failing to render professional services as defined in the policy for clients in your capacity as an Agent or Registered Representative.

N. Am I Covered for Any Activities Related to Property and Casualty Insurance?

No.

O. Is the Cost of this Policy Competitive?

The premium for this policy is considerably lower than the cost of procuring comparable insurance independently. In addition, this group policy provides broader coverage than most group policies at very competitive rates.

P. What Does "Claims Made and Reported" Mean?

A Claim is "made" when you first receive an oral or written demand for monetary damages, including but not limited to, the service of suit or the institution of arbitration proceedings. A Claim is reported by your giving written notice of it to AON.

It is critical to remember that any Claim should be reported to AON or Berkshire Hathaway in writing as soon as possible. Please see Section IV for instructions.

Q. What Is a Cost of Correction or Trade Error Claim?

A cost of correction or trade error claim ("Trade Error Claim") generally arises from your failure to follow or implement directions from a client in connection with a registered insurance product or investment, resulting in a market loss greater than \$500. If the error is not immediately corrected, a client would typically bring a claim.

Trade Error Claims are covered under the policy as long as the negligent act, error, or omission would otherwise be covered under the policy, the correction is approved by and made by NYL or a NYL subsidiary, and timely reported to Berkshire Hathaway. Please note that if an agent or registered representative makes a correction, the coverage does not apply.

To decrease the administrative burden of processing the insurance claim for small dollar amount trade error corrections, beginning on September 1, 2023, trade error corrections under \$501 will no longer be reported to Berkshire Hathaway. For the current policy period, NYLIFE Securities and Eagle Strategies will cover the cost where the aggregate trade error is below \$501 whether resulting from agent or home office errors.

R. When Does My Coverage for Professional Services Terminate?

You are covered for the Professional Services described above until the expiration of the current policy period or the cancellation of your Certificate of Insurance under the NYL PLP, whichever occurs earlier.

S. Can I Get a Refund If I Terminate My Contract With NYL?

If your contract is terminated or you otherwise cease being a NYL agent during the policy period, your coverage under the PLP will continue as your primary coverage until the end of the policy period.

An exception to this rule is that if you obtain applicable coverage under another policy, the PLP will constitute excess coverage through the expiration of the current policy period. Assuming that you are covered on either a primary or excess basis until the current policy period expires, there will be no refund.

You may obtain what is known as a "short rate" refund of a portion of your premiums if you send a written request to cancel your certificate of insurance. For agent terminations/resignations and agents who become NYL employees, all cancellation requests must be received within 60 days of the date the agent terminated/resigned or became a NYL employee. All other cancellation requests must be received no later than October 31st, 2024. Please note that the short rate refund would be less than a pro rata refund. More importantly, acts or omissions occurring subsequent to the effective date of the cancellation of the policy will not be covered under the PLP. Therefore, depending on whether you have obtained coverage under another policy and the scope of such coverage (e.g., whether it covers prior acts), you may have a gap in coverage and could be exposed to claims for which you do not have any insurance. If you wish to cancel your certificate of insurance, please contact Aon Affinity for additional information.

T. Is there an Extended Reporting Period (ERP)?

1. Automatic ERPs

Yes. There is an automatic unlimited ERP during which you may report claims arising out of Professional Services that predate termination of your coverage under the NYL PLP. This ERP is available for as long as Berkshire Hathaway continues to underwrite the NYL PLP. If Berkshire Hathaway were no longer to

underwrite the PLP, the ERP would default to three years for claims arising from the sale and servicing of NYL products or to one year for claims arising from the sale and servicing of outside products.

Please note that the ERP only enables you to report claims involving acts, errors or omissions that occurred prior to the earlier of the expiration of the current policy period or the cancellation of your certificate of insurance under the NYL PLP. The ERP will enable you to receive coverage for claims commenced against you after your coverage under the NYL PLP has terminated. The automatic ERP requires no additional premium payment.

2. Optional ERPs

If you meet the eligibility requirements set forth below and want to protect yourself against possible gaps in coverage because of the possibility that the PLP could be moved to another insurance carrier, you have the right to purchase an optional ERP that is broader than the automatic ERP applicable under those circumstances. You must pay an additional premium for the optional ERP. Please call Aon for further information.

Further, under no circumstances will there be coverage for sales made or services provided after the current policy period expires or you cancel your coverage, whichever is earlier. Finally, the ERP will not be available if you have other applicable coverage.

3. ERP Eligibility

Automatic ERPs - The automatic ERP extends to all agents enrolled in the NYL PLP who terminate their coverage during the policy period and who do not have other applicable insurance. The automatic ERP does not extend to any professional services rendered after termination of coverage under the PLP.

Optional ERPs - All terminated agents are eligible to purchase the optional ERP. All producers with active NYL contracts whose contract is terminated while enrolled in the PLP and whose premium has been fully paid may purchase an optional ERP. These include all producers who are retiring.

4. ERP Election

Automatic ERPs – no election required. Subject to the terms and conditions of the policy, the ERP is automatically provided to those who are eligible at no additional cost.

Optional ERPs – those eligible or their representatives must elect to purchase by contacting AON and paying the applicable premium and fees within the greater of 60 days from the expiration of the policy period or cancellation of the agent's coverage under the Berkshire Hathaway policy or 30 days from the date of mailing or delivery of the notice about the ERPs from Berkshire Hathaway.

5. XERP Inception

The ERPs begin upon expiration of the current policy period or the cancellation of your coverage, whichever is earlier.

U. Does the Policy Provide Cybersecurity Coverage?

Yes. Berkshire Hathaway provides cybersecurity coverage for claims against you and for expenses incurred as a result of a Privacy Event loss, such as the loss or unauthorized disclosure of a customer's private personal information. Berkshire Hathaway will pay up to \$250,000 per Agent for actual customer claims and for actions brought by a regulator. No deductible will apply to claims relating to this coverage. Further, in the absence of an actual demand or regulatory action, Berkshire Hathaway will cover expenses you incur in response to such loss or unauthorized disclosure up to \$250,000. These expenses may include notification costs, expert analysis of computer network, and credit monitoring services for affected customers. No deductible applies to coverage for these privacy event response costs. Berkshire Hathaway will extend coverage to cyber extortion demands and reimburse for qualifying business interruption and expenses while your network is down (up to \$1,000 per day to a maximum of 10 days). This coverage is within the \$250,000 sublimit per Insured.

Please note the limits of liability for cybersecurity coverage are included in, and not in addition to, each Agent's Limit of Liability as set forth in Section I. These limits may be subject to an overall policy aggregate of \$2,500,000. With respect to cybersecurity coverage only, defense costs and other incident response costs are covered within, and will therefore erode, the limits of liability.

Should You Sustain a Privacy Loss:

DO:

Step 1: Call the dedicated hotline for the Breach Coach, Mullen Coughlin at: (844) 356-7007. You may also email the Breach Coach at bhspecialty.breachhotline@mullen.law

Step 2: Report the suspected breach to Berkshire Hathaway using the Claim Report Form located on page 21 of this Highlight Guide and Avantax by copying: legal@avantax.com

Step 3: Preserve all electronic evidence/logs

DON'T:

- Hire outside, non-Berkshire approved, vendors (legal, forensic, public relations, etc);
- Wire money to anyone; or

Delay in contacting the parties noted above.

If you and/or your business need higher limits, you should consider obtaining a separate Cyber Liability insurance policy or contact NYL's Corporate Insurance area about other available coverage.

V. Does the Policy Cover Losses Due to Fraudulently Induced Transfer of Client Funds?

Yes, the Policy extends coverage to losses that result from a deceptive communication to transfer client funds to a third party. Berkshire Hathaway will pay up to \$250,000 per Insured to cover losses of client funds up to an overall policy limit of \$1,000,000 that may apply. A deductible of \$2,500 per claim will apply to this coverage. Please note

that the limits of liability for fraudulent transfer coverage are included in, and not in addition to, each Agent's Limit of Liability as set forth in Section I.

W. Does the Policy Provide Pre-Claim Assistance?

Yes, the Policy will provide coverage in certain circumstances that may involve a covered Professional Service, as defined in Section II.F, even in the absence of an actual demand for monetary damages. Some examples of when this coverage may be triggered include the receipt of a subpoena, inquiry by a regulatory authority, and demand from a third party for document production. A sublimit of \$25,000 applies to each Pre-Claim coverage event; no deductible applies.

X. Does the Policy Cover Per-Diem Expenses Incurred by Agents in Defending a Claim?

Yes, Berkshire Hathaway will pay up to \$500 per day to reimburse Agents for their reasonably incurred expenses related to the defense of their claims, up to an overall limit of \$5,000 per Claim. Qualifying expenses may include travel and meals expenses incurred while attending a hearing or trial. Such expenses do not include your time in discussing the Claim with Berkshire Hathaway or defense counsel and providing documentation relevant to the defense of the Claim. Agents have a general obligation to cooperate in the defense of their Claims submitted for coverage under the Policy.

Y. Does the Policy Cover Expenses Incurred for Expungement Proceedings?

Yes, Berkshire Hathaway will cover the costs of an expungement proceeding related to a customer Claim that was reported on or after September 1, 2019 and was covered under the PLP. Sublimits of \$10,000 per expungement proceeding and an aggregate sublimit of \$20,000 per Agent apply and are included within, and not in addition to, each Agent's Sublimits of Liability as set for in Section I. A \$2,500 deductible applies for each expungement proceeding.

Z. Am I Covered if an Allegation is Made that I Breached My Fiduciary Duty Under Regulations Such as the Massachusetts Fiduciary Duty Rule, Prohibited Transaction Exemption 2020-02 or Other Similar Regulatory Requirements?

Provided that the claim arises from the provision of "Professional Services" in your role as an agent of New York Life, Registered Representative of NYLIFE Securities, or Investment Advisor Representative of Eagle Strategies, there is coverage for such a claim. Please note that coverage under this program does not exist for Agents or Registered Representatives acting in their role as a sponsor or trustee of employee benefits plans or who are otherwise designated as Named Fiduciaries as defined by ERISA. (See FAQ #13 and PLP Plan Highlights Section II.I.)

III. Policy Exclusions

This Policy shall not apply to:

A. Conduct

Based upon, arising out of, or relating to any, criminal, intentional, dishonest, malicious, fraudulent or knowing act, error or omission, or any willful violation of any statute, rule or law by an Insured, provided, however, this exclusion shall only apply if a final adjudication adverse to such Insured in any underlying proceeding establishes that such conduct occurred.

B. Prior Notice

based upon, arising out of, or relating to any Wrongful Act, fact, circumstance or situation which has been the subject of any written notice given before the inception of the Policy Period under any professional liability policy, provided the insurer of such policy does not reject such notice as invalid.

C. Pending and Prior Litigation

based upon, arising out of, or relating to essentially the same facts, circumstances, situations, transactions or events underlying or alleged in any litigation, any administrative or regulatory proceeding, any investigation, any arbitration, or any alternative dispute resolution proceeding against the Insured, that was pending on or prior to the inception date of this policy.

D. Bodily Injury/Property Damage

For any actual or alleged:

- i. Bodily injury, sickness, disease, or death of any person; or
- ii. **Damage to or destruction of any tangible property, including the loss of use thereof.**

E. Employment Practices

based upon, arising out of, or relating to any actual or alleged wrongful termination or discrimination of any kind.

F. Insider Trading

based upon, arising out of, or relating to any actual or alleged violation of the Insider Trading and Securities Fraud Enforcement Act of 1988, Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, any similar federal, state, local or foreign laws or statutes, or any rules or regulations promulgated under any of the foregoing, as amended, provided, however, this exclusion shall only apply if a final adjudication adverse to such Insured in any underlying proceeding establishes that such conduct occurred.

G. Professional Services for Specified Persons/Entities

based upon, arising out of, or relating to a dispute concerning commissions, fees, client lists or entitlements, or **Professional Services** performed for or on behalf of any:

- i. present Insured;
- ii. entity in which an Insured has or had, directly or indirectly: (a) the right to manage or operate; or (b) a 10% or more equity ownership at the time of such Professional Services, including any entity under Management Control of an Insured, directly or indirectly; or
- iii. entity that has or had, directly or indirectly: (a) the right to manage or operate; or (b) a 10% or more equity ownership in an Insured at the time of such Professional Services, including any entity that has Management Control of an Insured;

H. Contractual Liability

based upon, arising out of, or relating to the liability of others an **Insured** assumes under any oral or written contract or agreement; provided, however, this exclusion shall not apply to an **Insured's** liability that exists in the absence of such contract or agreement.

I. Representation/Guarantee

based upon, arising out of, or relating to any representations or guarantees made by the **Insured** with respect to interest rates or fluctuations in interest rates, the market value or performance of any securities; provided, however, this exclusion shall not apply to variable products, including but not limited to variable annuities, flexible and scheduled premium annuities and variable life insurance.

J. Commingling

based upon, arising out of, or relating to any commingling, theft, or use of the funds of any **Client** or prospective client.

K. Insolvency

Based upon, arising out of, or relating to the he insolvency, receivership, bankruptcy, or inability to pay of any organization in which the **Insured**:

- a) Has placed or obtained a **Client's** coverage; or
- b) Has placed a **Client's** funds.

Provided, however, this exclusion shall not apply if the **Claim** is based upon the insolvency, receivership, liquidation or inability to pay of:

- i. any life, accident or health insurer or any product approved for sale by NY LIFE Securities, Inc. or NY Life Securities LLC that was rated as "A-" or better by A.M. Best Company or had an equivalent rating by Moody's or Standard and Poor's or any other comparable rating agency at the time the business was placed; or
- ii. **Horizon Healthcare of New Jersey, Inc.;**
- iii. **Horizon Healthcare of New York, Inc.;**
- iv. **Group Health Incorporated;**
- v. **Health Insurance Plan;**
- vi. **Vytra Health Plans;**
- vii. **Humana Inc.;**
- viii. **Golden West Health Plan, Inc.; or**
- ix. Furthermore, this exclusion shall not apply if the **Claim** is based upon the insolvency, receivership, liquidation or inability to pay of; **(1)** UnumProvident Corporation or any of its subsidiaries (collectively "Unum Provident") provided that UnumProvident was rated "B" or better by A. M. Best or had an equivalent rating by Moody's or Standard & Poor's or any other comparable rating agency at the time the business was placed with UnumProvident or **(2)**

Assurant, Inc., Time Insurance Company and John Alden Life Insurance Company (collectively "Assurant Health") provided that Assurant Health was rated "B++" or better by A. M. Best or had an equivalent rating by Moody's or Standard & Poor's or any other comparable rating agency at the time the business was placed with Assurant Health.

L. Employee Benefit Plans/Fiduciary Services

based upon, arising out of, or relating to the responsibilities, obligations or duties imposed pursuant to the Employee Retirement Income Security Act of 1974, as amended, or any similar federal, state, local or foreign statutory law or common law with respect to any plans, programs and trusts sponsored by the **Insured**.

M. Mechanical Failure/ War/ Pollutants

based upon, arising out of, or relating to any:

- i. mechanical or electronic failure, breakdown or malfunction of machines or systems;
- ii. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority; or
- iii. actual or alleged or threatened discharge, release, escape, seepage, migration or dispersal of any **Pollutants**, or any request, demand, order, direction, or statutory or regulatory requirement that any **Insured** or others test for, monitor, remove, contain, treat, detoxify, neutralize, clean up, or in any way respond to or assess the effects of such **Pollutants**.

N. Unlicensed Entity

based upon, arising out of, or relating to the placement of a **Client's** coverage or funds directly or indirectly with any organization, entity, or vehicle of any kind, nature or structure which is not licensed to do business in the state or jurisdiction with authority to regulate such business; provided, however, this exclusion shall not apply to any **Claim** or **Personal Injury** arising from or contributed to by the placement of a **Client's** coverage or funds directly or indirectly with such organization, entity or vehicle which is an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business.

O. Other Activities

based upon, arising out of, or relating to any actual or alleged performance of or failure to perform services by or on behalf of an **Insured** as an actuary, accountant, attorney, property or casualty agent, real estate agent or broker, or third-party claims administrator.

P. Prohibited Products

- i. proprietary fund or investment products in which an **Insured** has any ownership interest;
- ii. coverage, alleged coverage or plan placed with any form of Multiple Employer Welfare Arrangement as defined by the Employee Retirement Income Security Act of 1974, as amended, or any employee benefit plan involving self-funding in whole or in part, by any employer, union, or employment related entity; provided, however this exclusion shall not include the

placement of coverage where the direct contract for providing benefits is between the recipient of the benefit and an insurance company: **(1)** recognized as a carrier by the insurance regulatory agency in the applicable state or jurisdiction; and **(2)** appropriately licensed to provide the coverage in the state or jurisdiction where the coverage is in force;

- iii. product or service, which at the time of the **Wrongful Act** was not approved or authorized by the **Sponsor Broker-Dealer** or prior **Broker-Dealer**;
- iv. health maintenance organization, preferred provider organization, risk retention group, self insurance program or purchasing group, including but not limited to the ownership, formation, operation or administration thereof; or
- v. promissory notes, viatical settlements, viatical insurance benefits, or any security backed by viatical settlements; provided, however, this exclusion shall not apply to any **Claim** or **Personal Injury** arising from: **(1)** the referral or failure to refer by an **Insured**, on a not-for-fee or non-income basis, of persons to whom the **Insured** renders or has rendered **Professional Services** to viatical settlement companies or viatical settlement brokers, provided such viatical settlement companies or viatical settlement brokers are in compliance with any licensing and/or certification requirements effective in the jurisdiction in which such companies or brokers operate; or **(2)** government obligations rated A- or better, commercial paper or any other promissory notes approved by New York Life. Further, the Retention amount for each **Claim** referenced in **v.(1)** or **v.(2)** shall be \$2,500 and not the amount stated in **Item 8.** of the Declarations, and the maximum liability of the **Insurer** for all **Damages** and **Defense Costs**, arising from all **Claims** referenced in **v.(1)** or **v.(2)**, shall be \$1,000,000 each **Claim** and \$1,000,000 in the aggregate, which amounts shall be part of, and not in addition to, such **Insured's**

Q. Claims by Other Insured Agents or NYL

Any "Claim" arising out of disputes by or between "Insureds" or between an "Insured" and an "Additional Insured" or any other insurance agent or broker, including but not limited to disputes concerning commissions, fees, client lists or entitlements;

R. Known Prior Acts

If prior to the first effective date of coverage issued to the Insured (person enrolled in the PLP), an Insured or Additional Insured had knowledge of any negligent act, error, or omission, which could reasonably be expected to result in a "Claim".

Cyber Specific Exclusions:

Solely for purposes of the coverage provided in this endorsement, **SECTION IV. EXCLUSIONS** is further amended as follows:

- I. Paragraphs D. Bodily Injury/Property Damage, H. Contractual Liability and M. Mechanical Failure/ War/Pollutants are deleted in their entirety and replaced with the following:

A. Bodily Injury/Property Damage

Based upon or arising out of:

- i. Bodily injury, sickness, disease, or death of any person; or
- ii. Damage to or destruction of any tangible property, including the loss of use thereof; provided however, tangible property shall not include electronic data.

B. Contractual Liability

based upon, arising out of, or relating to the liability of others an **Insured** assumes under any oral or written contract or agreement.

C. M. Power Failure / Act of God / War / Pollutants

based upon or arising out of:

- i. electrical or mechanical failure of infrastructure not under the control of the Insured, including but not limited to, any electrical power interruption, surge, brownout or blackout;
- ii. failure of any satellite, telephone or data transmission or other telecommunication or network infrastructure not under the control of the Insured;
- iii. fire, smoke, explosion, lightening, wind, water, earthquake, volcanic eruption, tidal wave, landslide, act of God or any other physical event, however caused;
- iv. strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, or mutiny; provided, however, this subparagraph shall not apply to Breaches or Extortion Threats occurring as \

- II. Paragraph A. Conduct shall not apply to any Breach or Extortion Threat by a Rogue Employee.

- III. In paragraph L. Employee Benefit Plans/Fiduciary Services, the exclusion shall not apply to an otherwise covered Breach.

- IV. The following are appended to the end of **SECTION IV. EXCLUSIONS**:

CYB-1. Advertising

based upon or arising out of any:

- i. false advertising or misrepresentation in any Electronic Content, including but not limited to, inaccurate, misleading or inadequate description of the price of products or services or any failure of products or services to conform with quality or performance as represented in Electronic Content; or
- ii. infringement of trademark or trade dress by any products or services displayed or contained in any Electronic Content.

CYB-2. Governmental

- i. brought by or on behalf of any federal, state, local or foreign government or governmental agency; provided, however, that this exclusion shall not apply to any:
 - a. Breach expressly covered under Insuring Agreement CYB-A.2; or

- b. any Claim brought by such entity when acting in the capacity as a customer; or
- ii. based upon or arising out of or relating to a violation of the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law;

CYB-3. Intellectual Property

based upon or arising out of any invalidity, infringement, violation or misappropriation of any:

- 1. patent or trade secret by or on behalf of the Insured; or
- 2. copyright, service mark, trade name or trademark.

CYB-4. Licensing / Rights Dispute

based upon or arising out of any:

- 1. action brought by or on behalf of intellectual property licensing or rights organizations, including but not limited to the American Society of Composers, Authors and Publishers ("ASCAP"), the Society of European Stage Authors and Composers ("SESAC"), or Broadcast Music, Inc. ("BMI"); or
- 2. disputes brought by a third party relating to the ownership or exercise of rights in material or content, or the obligation to pay royalties or licensing fees arising from the use of material or content.

CYB-5. Unsolicited Communication

based upon or arising out of any unsolicited electronic communication by or on behalf of the Insured, including but not limited to, any action brought under the Telephone Consumer Protection Act, or any similar federal, state, local or foreign anti-spam statutes, provided, however, that this exclusion shall not apply to any Claim covered under Insuring Agreement CYB-A.1.

CYB-6. Fund Transfer

based upon or arising out of any:

- i. electronic fund transfer or transaction by an Insured;
- ii. theft of money or securities from an Insured or the transfer or loss of money or securities from or to an Insured's account or any account under the Insured's control, including but not limited to, any customer account; or
- iii. financial trading loss or change in account value.

CYB-7. Antitrust/Unfair Competition

based upon or arising out of any actual or alleged:

- i. antitrust violation, restraint of trade, or violation of the Sherman Anti-Trust Act, the Clayton Act, or Robinson-Patman Act, as amended or rules or regulations promulgated under or in connection with the foregoing acts or any similar federal, state, local or foreign laws or statutes
- ii. unfair competition, false, deceptive or unfair trade practices, or violation of any consumer protection laws; provided, however, this subparagraph ii. shall not apply to Insuring Agreement CYB-A.; or
- 1. violation of the Organized Crime Control Act of 1970 (Racketeer Influenced and Corrupt Organizations Act, or "RICO").

IV. Notice of Claims

The PLP requires notification in writing to Berkshire Hathaway as soon as practicable of any customer's or client's oral or written monetary demand made against you, trading error committed by you, or any circumstances you become aware of which may give rise to a claim. Report the claim to Aon, the PLP Administrator, which will report the claim to Berkshire Hathaway on your behalf.

REMEMBER: Coverage may be waived in its entirety under the following circumstances: i) failure to report a trading error or customer's oral or written monetary demand to Berkshire Hathaway as soon as practicable; ii) making a payment, an admission of, or the assumption of, liability, or incurrence of expenses without the prior written consent of Berkshire Hathaway; or iii) failure to cooperate with Berkshire Hathaway.

A. What Are My Obligations Under the Policy for Reporting Claims or Potential Claims?

Coverage is on a "Claims Made and Reported" basis. This means that claims made against you, the Insured, during the current policy period must be reported in writing to Berkshire Hathaway during the current policy period. Oral notification does not constitute a report of a claim.

B. What Is Considered a Claim?

A claim is considered an oral or written demand for monetary damages against you. This includes the service of suit or the institution of arbitration proceedings against you but shall not include a demand for non-monetary or injunctive relief.

If you become aware of any negligent act, error, or omission, which may give rise to a claim, you may report the available particulars as soon as possible to Berkshire Hathaway. Should the circumstances develop into a claim at some future date, your reporting of this potential incident will serve as a notice of claim under this current policy period. If you receive a subpoena or request to provide testimony or documents, you are encouraged to report such circumstances to Berkshire Hathaway, even in the absence of a demand for monetary damages.

C. What Should I Do If I Have a Claim?

1. Make a copy of the claim report form found at the back of this guide. Promptly complete the claim report form and send it and any correspondence received from the complainant to the address indicated on the form.
2. If the claim is a lawsuit, also send a copy of the complaint with the claim report form by overnight express mail or fax.
3. Develop a written chronology of events giving rise to the claim. This should be forwarded to Berkshire Hathaway after the claims adjuster has been identified.
4. Be prepared to provide a copy of your file to the Berkshire Hathaway claims adjuster.

D. What Actions Should I Avoid in the Event of a Claim?

1. Do not make any payment, admit liability, promise to make a payment, or incur any expense (including retaining a lawyer) without Berkshire Hathaway's prior written consent. Doing so may jeopardize your coverage.
2. Once an incident has been identified or an errors and omissions claim has been made, great care should be exercised to avoid any disclosures or discussion of any facts or information relating to the claim with anyone, unless he or she identifies himself or herself as an employee or Officer of Berkshire Hathaway, Aon, NYL's Office of the General Counsel, Corporate Compliance, Corporate Insurance, or Agency Departments, or a designated representative appointed to handle your claim.

E. What Should I Do If in Doubt About Whether or How to Report a Claim or If I Have a Coverage Question?

For advice contact:

Aon Affinity Insurance Services
New York Life PLP Administration
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
Attention: Claims
Phone: (800) 509-6126
Fax: (215) 293-1248

F. What Happens After the Claim is Reported?

- A representative from Berkshire Hathaway will contact you within a few days to acknowledge the receipt of the claim and discuss the particulars of the situation. Additional information or documents may be requested.
- Coverage under the PLP will be determined and you will be advised of any coverage issues.
- If necessary, Berkshire Hathaway will appoint an attorney to represent you. In order to ensure the best possible defense, you should cooperate completely with the lawyer. This means that you should provide full details and be candid. Your lawyer will not be able to provide you with the best possible defense if s/he does not know all the facts.

G. What Should I Do If I Need Proof of My E&O Coverage?

Contact:

Aon Affinity Insurance Services
New York Life PLP Administration
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
Phone: (800) 509-6126
Fax: (215) 293-1248

V. Certificate Requests

POLICY PERIOD: SEPTEMBER 1, 2023 – SEPTEMBER 1, 2024

**FOR A FASTER TURN AROUND, EMAIL YOUR REQUEST TO:
INFO@AGENTS-EO.COM**

Agent/Other Insured Name: _____

Code #, if applicable: _____

General Office: _____

Address: _____

Email Address: _____

Telephone #: _____

Fax #: _____

If you prefer to send your request via regular mail, please send this form to:

Aon Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

Phone (800) 509-6126 | Fax: (215) 293-1248
Email: info@agents-eo.com

DO NOT MAIL TO NEW YORK LIFE 'S HOME OFFICE

VI. Important Contacts

TELEPHONE NUMBERS & ADDRESSES FOR THE NEW YORK LIFE AGENTS PURCHASING GROUP'S E&O PROGRAM

For information regarding the following:

- **Certificates of Insurance, Enrollment Questions and Extended Reporting Options**
- **Claims Advice on Reporting a Claim**
- **Coverage or Miscellaneous Questions**

Contact: Aon Affinity Insurances Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
Phone: (800) 509-6126
Email: info@agents-eo.com
Fax: (215) 293-1248

Website: <https://nylife.agents-eo.com/>

For Eligibility or Ledger Deduction Questions:

Contact: New York Life Agent Compensation Line
(212) 576-8282

NEW YORK LIFE AGENTS' PURCHASING GROUP Professional Liability Plan (PLP) Claim Report Form Policy # 42-PLA-151408-04 September 1, 2023 – September 1, 2024 Privileged & Confidential — Prepared in Defense or Anticipation of a Claim	
Date:	
Agent Code:	GO Code:
Other Insured Code # (if applicable):	
Agent Full Name:	
Mailing Address:	
Email Address:	
Phone:	
1. Date you became aware of this claim:	
2. If a lawsuit, date you were served with complaint:	
3. Name of client/claimant making claim against you:	
4. Product/type of business which is the subject of this claim:	
5. Do you have any other Errors & Omissions Insurance? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, provide name of Carrier, Policy Number and Limits:	
6. Please attach copies of all pertinent correspondence. If you have been served with a lawsuit, a copy of the suit also must be enclosed. You will be expected to provide Berkshire Hathaway with a written description of the circumstances leading to this claim. This writing should be sent directly to Berkshire Hathaway after the claims adjuster is identified.	
Notification of claims or potential claims should be mailed without delay to: AON Affinity Insurance Services New York Life PLP Administration, Attention: Claims 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 Phone: (800) 509-6126 Fax: (215) 293-1248 <i>All lawsuits must be sent via Overnight Delivery to the above address.</i>	
<i>Do not discuss this matter with anyone unless the person identifies himself/herself as an employee or Officer of Berkshire Hathaway, Aon, or New York Life's Office of the General Counsel, Corporate Insurance, Corporate Compliance, or Agency Departments.</i>	