



# **Errors & Omissions Highlight Guide for the Agents of Horace Mann**

**Policy Period:** 10/1/2025 – 10/1/2026

**Insurer:** Zurich American Insurance Company

**Policy Number:** EOC-8164075-00

**Broker/Administrator:** Aon

This guide has been prepared to provide general information regarding the coverage provided under the Horace Mann sponsored E&O program. Certain policy terms and conditions may vary for Insureds domiciled in or who have a primary place of business in New York. This guide is not part of the policy, nor does it modify or serve as a conclusive statement of policy terms. It is not intended to interpret the terms of the Policy nor be legal advice. In all events, the actual policy language will prevail.



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# Program Highlights

<b>Policy Number:</b>	EOC-8164075-00	
<b>Policy Period:</b>	October 1, 2025 – October 1, 2026	
<b>Insurer:</b>	<p>Zurich American Insurance Company</p> <p>An Admitted Carrier with an A.M. Best Rating of A+ (Superior) XV*</p> <p>*Rating current as of this publication date and is not in any way Aon's guarantee of the Insurer's financial strength, stability or solvency.</p>	
<b>Limit of Liability Options:</b>	<p>\$1,000,000 per claim / \$1,000,000 aggregate each Insured</p> <p style="text-align: center;"><b>-OR-</b></p> <p>\$2,000,000 per claim / \$2,000,000 aggregate each Insured</p>	
<b>Deductibles</b> <i>(applies to Damages Only)</i>	<p>\$1,000 each Claim for Exclusive Agents/Worksite (NTA) Agents</p> <p>\$5,000 each Claim involving Cyber or social engineering/wire transfer fraud</p> <p>\$25,000 each Claim for Employee Agents</p>	
<b>Sublimits of Liability:</b> <i>(included within the policy limits stated above)</i>	<u>Pre-Claim Expenses</u> \$15,000 each Pre-Claim	<u>Social Engineering/Wire Transfer Fraud</u> \$250,000 each Claim \$250,000 Aggregate each Insured \$2,000,000 Policy Aggregate all Insureds
	<u>Subpoena Expenses</u> \$10,000 each Subpoena \$20,000 Aggregate	<u>MEWA Claims</u> \$250,000 each Claim \$1,000,000 Policy Aggregate all Insureds
	<u>Inquiry Assistance</u> \$10,000 each Claim	<u>Cyber Events</u> \$250,000 each Cyber Event \$250,000 Aggregate each Insured \$2,000,000 Policy Aggregate all Insureds
	<u>Enforcement Actions</u> \$100,000 each Enforcement Action \$200,000 Aggregate each Insured \$500,000 Policy Aggregate all Insureds	
<b>Coverage:</b>	<p>The Insurer shall pay on behalf of the Insured all sums in excess of the Deductible that the Insured is legally obligated to pay because of a Claim first made against the Insured and reported to the Insurer in writing during the Policy period or Extended Reporting Period, if any. Provided always that the Claim arises from a negligent act, error or omission of the Insured in rendering or failing to render covered Professional Services on or after the Retroactive Date, and the Insured did not have knowledge or reasonable basis upon which to anticipate a Claim prior to the inception date of the policy.</p>	

## **Supplemental Coverage Extensions**

### **Subpoena Assistance**

The Insurer shall pay up to \$10,000, at its sole discretion, for reasonable fees, costs and expenses incurred by an Insured if, during the Policy Period, the Insured is served with a subpoena requiring the production of documents or appearance for sworn testimony, arising out of the Insured's performance of or failure to perform Professional Services if the subpoena arises out of a lawsuit to which an Insured is not a party and an Insured has not been engaged to provide professional advice or sworn testimony as an expert in connection with such a lawsuit, nor has the Insured provided such advice or sworn testimony in the past.

### **Pre-Claims Assistance**

The Insurer shall pay up to \$15,000 in Defense Costs, at its sole discretion, for costs the Insurer incurs as a result of defending and/or investigating a specific circumstance involving an Insured in connection with a potential Claim that the Insured reports to the Insurer. Such payments shall be made by the Insurer at its sole discretion until the date a Claim is made. If such potential Claim later becomes a Claim, this sublimit shall be included within and not in addition to the Insured's Limits of Liability and retention if any Loss or Defense Costs payments are made.

### **Cyber Liability**

Cyber Liability protects the Insured Agent and his/her practice against Claims made by third parties, typically clients or regulatory authorities, as well as expenses incurred after the discovery of a privacy breach (in the absence of an actual Claim).

These coverage extensions are all subject to a \$250,000 each Claim and Aggregate sublimit per Insured Agent and a \$2,000,000 Total Policy Aggregate sublimit, regardless of the number of Claims or Privacy Events. A \$5,000 retention applies to each Claim involving this extension.

**PLEASE SEE INSTRUCTIONS ON PAGE 19 FOR REPORTING A CYBER CLAIM**

# Coverage Details

## New this Year

The insurer for the program has changed from Markel to Zurich American Insurance Company. All coverage terms under the Markel policy remain unchanged with the new carrier.

## Coverage

The Insurer shall pay all amounts in excess of the applicable deductible that the Insured is legally liable to pay as Damages and Defense Costs arising from a Claim first made against the Insured and reported to the Insurer during the Policy Period or any applicable Extended Reporting Period, 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 other in the conduct of the Insured's profession as an insurance agent while there is in effect a written contract in place between the Insured and Horace Mann; and
2. Such alleged negligent act, error or omission occurred on or after the Retroactive Date and before the end of the Policy Period.

## Insureds

### Insured Agents

Each Insured Agent who is a licensed life or accident & health or property & casualty insurance agent or general agent under contract with Horace Mann.

### Exclusive Agents

Each Exclusive Agent who is a licensed life, accident & health or property & casualty insurance agent or general agent under exclusive contract with Horace Mann under its Agency Business Model effective January 1, 2009.

### Employees

Employees of the Horace Mann Agent are covered under the policy solely while acting within the scope of their duties as an employee provided that the employee is not party to an agent/broker/registered rep contract with any corporation, partnership, or other business entity engaging in Professional Services.

### Licensed Producers/Registered Representative Licensed Producers

Licensed Producers (LPs) employed by Exclusive Insured Agents are covered for their

production only with third party vendors approved and authorized by Horace Mann. Licensed Producers who are appointed with other, non-approved third-party vendors are not covered under the Exclusive Agent's E&O insurance for any such production. If named in a claim arising from their production with approved and authorized third party vendors, Licensed Producers will share the same limits of liability of the Exclusive Insured Agent.

Registered Representative Licensed Producers (RRLPs) are covered for registered products under the sponsoring Exclusive Insured Agent for the following approved third-party vendors: Ameritas VUL and IUL; Lincoln Financial Mutual Funds; American Mutual Funds; and Fidelity Mutual Funds. RRLPs are not covered for personal production with any other company. RRLPs coverage is sub-limited at \$500,000 per Claim/\$1,000,000 aggregate each RRLP, which is included within and not in addition to their sponsoring Exclusive Insured Agent's limits of liability.

### **Owned Corporations**

Any corporation, partnership, or other business entity, (including your satellite agency(ies)) which engages in Professional Services, which is either owned or controlled by an Insured Agent; however, coverage only applies to Professional Corporation, including but not limited to the recruitment, training and supervision of Insured Agents.

***Note: Employees and Corporations do not have their own limits of liability; they share the coverage afforded to the Insured Agent/Agency***

### **Retroactive Date (Priors Acts Date)**

Your Retroactive Date is the earlier of the date you first became continuously insured under any Insurance Agents Professional Liability Errors and Omissions Insurance Policy, or the date of your contract with Horace Mann Service Corporation.

### **Professional Services**

The solicitation, sale or servicing of:

- a) Life insurance, accident and health insurance, 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 sections a, b, d, e and f;

- d) Mutual funds registered with the U.S. Securities and Exchange Commission and sold by a Registered Representative through a Financial Industry Regulatory Authority (FINRA)-licensed Broker/Dealer;
- e) Securities registered with the U.S. Securities and Exchange Commission and sold by a Registered Representative through a Broker/Dealer that is a subsidiary of Horace Mann;
- f) Mutual funds and Securities registered with the U.S. Securities and Exchange Commission and sold by a Registered Representative through a Broker/Dealer prior to the policy period so long as at the time of the sale the Registered Representative had a contract with such Broker/Dealer and was authorized to sell such Mutual funds and Securities;
- g) Workers' compensation as part of a 24-hour accident and health insurance product;
- h) Financial planning, advice and consultation solely in connection with any of the foregoing products;
- i) Notary public services; or
- j) A licensed life, accident and health or property and casualty Agent who is:
  - a. Providing financial advice in connection with the Student Loan Program sponsored by Horace Mann; or
  - b. The recommendation of a third-party bank, lender or debt consolidator, by an Insured to a customer or client for a financial services in connection with the Student Loan Solutions Program sponsored by Horace Mann, but solely with respect to Defense Costs and subject to the maximum sublimit of liability of \$50,000 per Claim, which shall be part of and not in addition to any applicable sublimit liability and policy aggregate.

## **Extended Reporting Periods ("ERP")**

Coverage under the Policy ceases on the same date your contract or employment with Horace Mann Educators Corporation or affiliated company is terminated. Extended Reporting Periods provide Insureds with the ability to report new Claims made after their termination date involving actual or alleged negligent acts, errors or omissions which occurred after the Insured's Retroactive Date but before their termination date with Horace Mann.

### **Automatic ERP – Terminated Agents**

A one (1) year ERP is provided at no cost to Agents/Reps who terminated their contract for general reasons, not related to disability, death or retirement.

### **Automatic ERP – Retired, Deceased, Disabled Agents**

An automatic unlimited ERP shall be provided to all Insured Agents who terminate their contract for reason of retirement, disability or death during the Certificate Period.

Note:

- The Extended Reporting Periods referenced above apply to claims first made and reported during the ERP which arise out of covered acts, errors or omissions committed or alleged to have been committed prior to your contract termination and on or after your Retroactive Date.
- Extended Reporting Periods do not reinstate, increase or otherwise affect the applicable limit of liability nor does it extend the Certificate Period.
- The Extended Reporting Period will be excess over any other valid and collective insurance available to an Insured, whether it be primary, excess, contingent or on any other basis, whenever any such other valid and collectible insurance is in effect subsequent to the effective date of any such Extended Reporting Period,



# 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; moreover, an actual or alleged dishonest, purposeful, malicious, fraudulent or criminal act or willful violation of any federal, state or local statute of one Agent or General Agent will not be imputed to another Agent or General Agent;
- B. Alleging bodily injury, sickness or death of any person, or injury or destruction of any tangible property, including loss of use thereof; however, this exclusion shall not apply to any Claim brought against any Insured for any actual or alleged failure of an "Insured" to place, effect, maintain or renew any insurance or bond, in whole or in part, on any particular terms or with any particular limit or limits, or to comply with the terms of any insurance or bond or to service any account of a customer or client of the Insured in connection with any insurance or bond;
- 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; however, this exclusion shall not apply to tax advice provided to a client as a necessary part of rendering Professional Services;
- F. Arising out of, or contributed to by, any commingling of, or use of client funds;
- G. Arising out of, based upon or attributable to 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 B+ 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; however, this exclusion shall not apply to an Insured providing asset allocation services pursuant to a written contract for a client's account that is funded exclusively with no-load mutual funds, no-load variable annuities, no-load variable life insurance or any investment for which no Insured received a commission;
- 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; however, this exclusion shall not apply to any Claim brought against any Insured for any actual or alleged failure of an Insured to place, effect, maintain or renew any insurance or bond, in whole or in part, on any particular terms or with any particular limit or limits, or to comply with the terms of any insurance or bond or to service any account of a customer or client of the Insured in connection with any insurance or bond; 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.
- Y. Based upon, arising out of Pension, Profit Sharing, Health and Welfare or other Employee Benefit Plan or Trust sponsored by the Insured as an employer;
- Z. 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);
- AA. Arising out of or involving investment products partially or totally owned by the Insured;

- BB. 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 the underlying product used to fund the structured settlement.
- CC. Based upon or arising out of or in any way involving any regulatory proceeding brought by any governmental or quasi-governmental official or agency, including but not limited to any state or federal securities or insurance commission or agency or any self-regulatory agency, in any capacity based upon or arising out of the Insured's use of Social Media Marketing; provided, however, that this exclusion shall not apply to any Claim brought by an official of such agency in his or her capacity as a direct client of the Insured and not as an official of such agency;
- DD. Based upon, arising out of or attributable to any fact, circumstance, or situation which has been the subject of any notice given and accepted prior to the inception of the Certificate Period or this policy under any prior excess or primary policy; or
- EE. Based upon, arising out of or attributable to Virtual Currency.

**The following Exclusions apply to Claims involving the Cyber Liability coverage extension**

- A. The preamble is replaced with:

The Company will not pay any Loss or any Privacy Breach Costs, Mitigation and Extra Expenses, Extortion Expenses, Extortion Payments, or Business Income Loss resulting from any Claim made against any Insured, any Privacy Breach Costs the Insured incurs resulting from a Privacy Event, Mitigation and Extra Expenses the Insured incurs, Extortion Expenses or Extortion Payments the Insured incurs resulting from a Cyber Extortion, or any Business Income Loss the Insured incurs based upon, arising out of or attributable to:

- B. Subsections VI.A, B, K, R, T, W, Y and Z are 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;
3. any other insurance company;
4. 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;
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, t h i s 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, trademark 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:

1. refusal to employ a person;
2. termination of a person's employment; or
3. 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
4. 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.

## Frequently Asked Questions

### **Am I covered for the sale of insurance products of other insurance companies?**

Yes. The policy covers you for the sale of insurance products of other insurance companies as long as the product is included within the definition of Professional Services.

### **Am I covered for the sale of investment products through a broker/dealer other than Horace Mann Investors, Inc.?**

You are only covered for securities approved by and distributed through Horace Mann Investors, Inc. However, mutual funds or variable products may be sold through any FINRA licensed broker/dealer. (Note, securities sold by the registered representatives of BCG Securities, Inc. through BCGS are also covered under the policy, subject to the policy's dedicated sublimits and deductibles.)

### **What does "Claims Made and Reported" mean?**

Coverage is written on a Claims Made and Reported basis which means that the policy applies to claims first made against you, and reported to the Insurer, in writing during the Certificate Period. You may not select counsel or incur any expense prior to advising Zurich, as this may jeopardize coverage under the policy. Please refer to "What to do in the Event of a Claim" for further details.

### **What is considered a Claim?**

A Claim means a written demand received by the Insured seeking monetary amounts for which an Insured is legally liable.

A Claim is not limited to a formal complaint or lawsuit. If you become aware of a circumstance which has or may eventually give rise to a Claim, even if you feel that the claim is unjustified, report the available particulars immediately. Should the circumstances or "potential" Claim develop into an actual Claim at a future date, your reporting of a possible incident will serve as a notice of claims under the Certificate Period.

### **Does the Insurer have a duty to defend me?**

Yes, the Insurer has the right and duty to defend any Claim made against you within the terms of the policy. If a claim alleges dishonest, fraudulent or malicious acts, a defense will be provided only if there are covered allegations as well.

Please remember that your coverage under the policy could be jeopardized if you admit liability, agree to any settlement or incur any expense without the prior consent of the E&O Carrier.



**Am I covered for any activities related to property and casualty insurance?**

Yes.

**Is the cost of this policy competitive?**

The premium for this policy is considerably less than the cost of procuring comparable insurance in the open marketplace.

**What happens when the amount of the claim is less than the deductible?**

It is recommended that you report the claim to Zurich to take advantage of their expertise. Additionally, in the event the claim does exceed the deductible amount, it is imperative that claims be reported before negotiations begin.

**How will I know if an E&O claim has been filed against me?**

Either your client or Horace Mann will notify you.

**Is personal injury coverage provided under the policy?**

No.

# What to Do in the Event of an E&O Claim

## **If you receive a threatening phone call or letter, Claim, lawsuit (Summons and Complaint)**

As soon as you are aware of any circumstance, which could lead to a Claim or are aware of an actual Claim due to a threatening phone call or letter, please send the Claim Report Form (located at the end of this guide) to:

Nicole Israel, Manager, Risk Management  
Horace Mann Educators Corporation  
One Horace Mann Plaza C-100, Springfield, IL 62715  
Phone: 217-788-5169 | Fax: 217-527-4027  
Email: Nicole.Israel@horacemann.com

The reason it is important for you to report any known circumstance in writing as soon as possible is that your E&O policy is written on a claims-made and reported basis. This means that coverage is provided only for potential or actual claims made against you and reported to Zurich in writing during the Certificate Period. **If you fail** to comply with this reporting process, and report on a timely basis, Zurich could determine that you have prejudiced its rights to handle the Claim, thereby jeopardizing **your own** rights under the policy.

After you report the Claim to Ms. Israel, a letter of acknowledgment from Zurich will be sent to you within a few days.

## **If you want to discuss a potential claim or actual with Zurich**

If you wish to discuss a potential or actual Claim situation with Zurich, or before reporting it in writing, please call Lois Kim at 212-553-5410, or email her at [lois.kim@zurichna.com](mailto:lois.kim@zurichna.com). She will be happy to discuss claims procedures with you.

## **Confidentiality of Claim Information**

In every case, once the situation has been identified as an errors and omissions Claim, great care should be exercised to avoid any disclosures or discussion of any facts, or information relating to the claim, with anyone other than Horace Mann, Zurich, Aon or a designated representative appointed to handle your claim.

**Do not admit any liability to the client or you may jeopardize your coverage.**

# What to Do in the Event of a Cyber Claim

If you know or suspect that your network may have been compromised, time is of the essence.

Follow the steps below:

- **Do Not** incur any expenses, pay any extortion demands or hire an outside firm to assist you with detecting or resolving a cyber event.
- **Do** report the incident or potential incident to Zurich right away. Early intervention is key in mitigating damage and responding to cyber events.
- If you are currently experiencing a potential cyber breach or privacy event, report the matter immediately to Zurich at:

Zurich Customer Care Center

Zurich North America

P.O. Box 968017

Schaumburg, IL 60196

Email: [usz.cyberclaims@zurichna.com](mailto:usz.cyberclaims@zurichna.com)

- **Do** report the incident by calling the Horace Mann Corporate Help Desk at 1-800-456-7378.

## Important Contacts

### Questions on Billing, Enrollment or Coverage and Certificate Requests

Self-Service Option - Certificate Reprints:  
<https://hm.agents-eo.com>  
OR  
Contact:  
Affinity Insurance Services, Inc.  
Phone: (800) 621-0711 | Fax: (215) 293-1248  
Email: [info@agents-eo.com](mailto:info@agents-eo.com)

### Questions on Claim Reporting

Nicole Israel, Manager – Risk Management  
Horace Mann Educators Corporation  
One Horace Mann Plaza C-100, Springfield, IL 62715  
Phone: (217) 788-5169 | Fax: (217) 517-4027  
Email: [Nicole.Israel@horacemann.com](mailto:Nicole.Israel@horacemann.com)  
  
Nicole Israel, Manager – Risk Management

### Certificates for Satellite Offices and Texas Agencies

Horace Mann  
Email: [AgencyOnboarding@horacemann.com](mailto:AgencyOnboarding@horacemann.com)  
  
Horace Mann  
Email: [AgencyOnboarding@horacemann.com](mailto:AgencyOnboarding@horacemann.com)

<p align="center"><b>E&amp;O CLAIM REPORT FORM</b></p> <p align="center"><b>Horace Mann Errors &amp; Omissions Insurance Program</b></p> <p align="center"><b>Claim Report Form</b></p> <p align="center"><b>Policy No. EOC-8164075-00   October 1, 2025 – October 1, 2026</b></p>	
Today's Date:	Date you became aware of this Claim:
Name:	Agent Type (check one): <input type="checkbox"/> Exclusive <input type="checkbox"/> Worksite <input type="checkbox"/> Captive
Contract Date:	Termination Date (if applicable):
Business Address:	
Email:	
Phone Number:	Fax Number:
What type of business does this claim involve? If written through any company other than Horace Mann, provide the name of the company, policy number, and policy dates:	
<p align="center"><b>Please attach a description of the circumstances leading to this Claim including copies of all pertinent correspondence. If you have been served with a lawsuit, a copy of the suit <u>must</u> be enclosed.</b></p>	
Alleged Amount in Controversy (if any): \$	
Who is making this Claim against you: Name: Address: Email: Phone Number: Fax Number:	
Besides the policy referenced above, do you have any other Errors and Omissions Insurance? If yes, provide details below:  Insurer Name: Policy Number: Limits of Liability:	
<p align="center"><b>SEND THIS COMPLETED FIRST REPORT FORM TO:</b></p> <p align="center">Nicole Israel, Manager - Risk Management</p> <p align="center">Horace Mann Educators Corporation</p> <p align="center">One Horace Mann Plaza C-100, Springfield, IL 62715</p> <p align="center">Phone: 217-788-5169   Fax: 217-527-4027</p> <p align="center">Email: Nicole.Israel@horacemann.com</p>	

**DO NOT DISCUSS THIS MATTER WITH ANYONE OTHER THAN A REPRESENTATIVE OF  
HORACE MANN, AON, OR ZURICH**