

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Miscellaneous Professional Liability SERFF Tr Num: AGNY-125220619 State: Arkansas

Liability

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: AR-PC-07-025563

Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: AIC-07-EO-08 State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Jameka Harris

Disposition Date: 11/06/2007

Date Submitted: 07/23/2007

Disposition Status: Approved

Effective Date Requested (New): 08/23/2007

Effective Date (New):

Effective Date Requested (Renewal): 08/23/2007

Effective Date (Renewal):

General Information

Project Name: E&O Miscellaneous Professional Liability

Status of Filing in Domicile: Pending

Project Number: AIC-07-EO-08

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 11/06/2007

State Status Changed: 07/24/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The National Union Fire Insurance Company of Pittsburgh, Pa has on file with your Department its Miscellaneous Professional Liability Program. The Company submits for your review and approval, 150 endorsements to be used with its Miscellaneous Professional Liability Policy, Form No. 77011 (4/02).

Please refer to the attached Forms Listing for information about the forms included in this submission.

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

The endorsements with a premium impact will be rated using the rating plan that is being submitted separately

Company and Contact

Filing Contact Information

Jameka Harris, Filings Analyst jameka.harris@aig.com
 175 Water Street, 17th Floor (212) 458-7056 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa. CoCode: 19445 State of Domicile: Pennsylvania
 70 Pine Street Group Code: Company Type:
 New York, NY 10270 Group Name: State ID Number:
 (212) 770-7000 ext. [Phone] FEIN Number: 25-0687550

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00100539	\$150.00	07/17/2007

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/06/2007	11/06/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	09/04/2007	09/04/2007	Jameka Harris	11/01/2007	11/01/2007

Industry Response

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Trustee Endorsement Amend Definition of	Form	Jameka Harris	07/26/2007	07/26/2007

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: AR-PC-07-025563
Pittsburgh, Pa.
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Disposition

Disposition Date: 11/06/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	Architect or Engineer Exclusion Endorsement	Approved	Yes
Form	Contract Specific Endorsement	Approved	Yes
Form	Ground Testing Exclusion Endorsement	Approved	Yes
Form	Insurance Consultant endorsement	Approved	Yes
Form	Policy Period Amendatory Endorsement	Approved	Yes
Form	Retroactive Date Amendatory Endorsement	Approved	Yes
Form	Tunnels and Bridges Exclusion Endorsement	Approved	Yes
Form	Warranty or Guarantee Exclusion Endorsement	Approved	Yes
Form	Personal Injury coverage Endorsement	Approved	Yes
Form	Title Agent Abstractors Endorsement	Approved	Yes
Form	Title Agent Abstractor Escrow Agent Endorsement	Approved	Yes
Form	Credit Bureau Endorsement	Approved	Yes
Form	Advertising Agents Endorsement	Approved	Yes
Form	Business Broker Endorsement With Sublimit	Approved	Yes
Form	Consultant Coverage Extension Endorsement	Approved	Yes
Form	Exclusion F Amendatory Endorsement	Approved	Yes
Form	Real Estate And Property Managers endorsement	Approved	Yes
Form	Real Estate And Property Managers Endorsement	Approved	Yes
Form	Exclusion T Amendatory Endorsement	Approved	Yes
Form	Real Estate Professional Serv. Amend	Approved	Yes
	Trustee Endorsement Amend Definition of		

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Form (revised)		Approved	Yes
Form	Trustee Endorsement Amend Definition of	Approved	Yes
Form	Policy Period Amendatory Endorsement Return	Approved	Yes
Form	Item 6 Professional Services Def Endt Delete	Approved	Yes
Form	Retroactive Date Amendatory Endorsement	Approved	Yes
Form	Producer Amendatory Endorsement	Approved	Yes
Form	Cooperation Clause Amendatory Endorsement	Approved	Yes
Form	Cooperation Clause amendatory Endorsement	Approved	Yes
Form	Punitive Damages Coverage Amendatory Endorsement	Approved	Yes
Form	First Inception Date Definition Amendatory Endorsement	Approved	Yes
Form	Recall Exclusion Endorsement	Approved	Yes
Form	Subsidiary Definition Amendatory Endorsement Limited	Approved	Yes
Form	Subsidiary Definition Amendatory Endorsement Joint Venture	Approved	Yes
Form	Listed Subsidiaries Endorsement Management Control	Approved	Yes
Form	Listed Subsidiaries Endorsement Separate First Inception	Approved	Yes
Form	Listed Subsidiaries Endorsement	Approved	Yes
Form	Listed Subsidiaries Endt	Approved	Yes
Form	Subsidiary Definition Amendatory Endt Percentage	Approved	Yes
Form	Subsidiary Definition Amendatory Endorsement	Approved	Yes
Form	Wrongful Act Definition Amend Endt	Approved	Yes
Form	Wrongful Act Definition Amendatory	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Endorsement

Form	Additional Insured Endorsement	Approved	Yes
Form	Insured Definition Amendatory Endorsement	Approved	Yes
Form	Insured Definition Amendatory Endorsement Add Volunteers	Approved	Yes
Form	Accreditation Exclusion Endorsement	Approved	Yes
Form	Benefit Plan Exclusions Endorsement	Approved	Yes
Form	Internet and Computer Attack Excl Endt	Approved	Yes
Form	Internet And Computer Attaack Exc Endorsement	Approved	Yes
Form	Directors and Officers Exclusion Endorsement	Approved	Yes
Form	Deletion of Endorsement	Approved	Yes
Form	Insolvency Exclusion Endorsement	Approved	Yes
Form	Insurance Services Exclusion Endorsement	Approved	Yes
Form	Absolute Internet Exclusion Endorsement	Approved	Yes
Form	Internal Revenue Service Exclusion Endorsement	Approved	Yes
Form	Labor Relations Exclusion Endorsement	Approved	Yes
Form	Loan Liability Exclusion Endorsement	Approved	Yes
Form	Managed Care Exclusion Endorsement	Approved	Yes
Form	Merger and Acquisition Exclusion Endorsement	Approved	Yes
Form	Management Consulting Services Exclusion Endorsement	Approved	Yes
Form	Fungus and Mold Exclusion Endorsement	Approved	Yes
Form	Music Publishing Exclusion Endorsement	Approved	Yes
Form	Privacy Policy Exclusion Endorsement	Approved	Yes
Form	Royalties and Fees Exclusion Endorsement	Approved	Yes
Form	Specific Persons Entities Exclusion	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Endorsement

Form	Specific Entity Exclusion Endorsement	Approved	Yes
Form	Specific Investigation Claim Litigation Exclusion Endt	Approved	Yes
Form	Tax Advice Exclusion Endorsement	Approved	Yes
Form	Utilization Review Exclusion Endorsement	Approved	Yes
Form	Fraud excluding Amendatory Delete Nolo Contend	Approved	Yes
Form	Securities Exclusion Amendatory Endorsement	Approved	Yes
Form	Employment Practices Excl Amendatory Endorsement	Approved	Yes
Form	Discrimination Exclusion Amendatory Endorsement	Approved	Yes
Form	Notice to Prior Policy Endorsement Deletion	Approved	Yes
Form	Intellectual Property Exclusion Amendatory	Approved	Yes
Form	Intellectual Property Exclusion Amendatory Endorsement	Approved	Yes
Form	Regulatory Claim Exclusion Endorsement	Approved	Yes
Form	Insured v. Insured Exclusion Amendatory	Approved	Yes
Form	Insured v. Insured Exclusion Amendatory Endorsement	Approved	Yes
Form	Insured v. Insured Exclusion Amendatory Endt	Approved	Yes
Form	Known Prior Wrongful Act Excl. Delete Endt	Approved	Yes
Form	Fee Dispute Exclusion Amendatory Endt	Approved	Yes
Form	Known Wrongful Act Exclusion Amendatory Endorsement	Approved	Yes
Form	Over-Redemption Exclusion Deletion	Approved	Yes
Form	Personal Injury Exclusion Deletion Endt	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Form	Limit of Liability Amendatory Endt	Approved	Yes
Form	Non-stacking of Limits Endorsement	Approved	Yes
Form	Tie-in of Limits Endorsement Absolute	Approved	Yes
Form	Aggregate Retention Endorsement	Approved	Yes
Form	Class Action Claim Retention Amendatory Endt	Approved	Yes
Form	Class Action Claims Coinsurance endorsement	Approved	Yes
Form	Coinsurance Endorsement	Approved	Yes
Form	Separate Services Retention Amendatory Endt	Approved	Yes
Form	Claim Reporting Amendatory endorsement	Approved	Yes
Form	Claim Reporting Amendatory Endt semi bordereau	Approved	Yes
Form	Notice of Claim Provision Amendatory Endt	Approved	Yes
Form	Notice of Claim Provision Amendatory Endorsement	Approved	Yes
Form	Notice of Claim Provision Amendatory Endt	Approved	Yes
Form (revised)	Post Period Reporting Allow.	Approved	Yes
Form	Post Period Reporting Allow.	Approved	Yes
Form (revised)	Post Policy Period Reporting Allow Endt	Approved	Yes
Form	Post Policy Period Reporting Allow Endt	Approved	Yes
Form	Primary Insurance Amendatory Endt	Approved	Yes
Form	Cancellation Amendatory Endt	Approved	Yes
Form	Cancellation Amendatory Endorsement	Approved	Yes
Form	Auto ERP Amendatory Endorsement 90 Days	Approved	Yes
Form (revised)	Delete Extended Reporting Period Endorsement	Approved	Yes
Form	Delete Extended Reporting Period	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Endorsement

Form (revised)	Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	Approved	Yes
Form	Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	Approved	Yes
Form (revised)	Extended Reporting Period Amendatory Endt Modi - State Of Arkansas	Approved	Yes
Form	Extended Reporting Period Amendatory Endt Modi	Approved	Yes
Form (revised)	Purchased Extended reporting Period Endorsement	Approved	Yes
Form	Purchased Extended reporting Period Endorsement	Approved	Yes
Form (revised)	Purchased Extended Reporting Period Endt	Approved	Yes
Form	Purchased Extended Reporting Period Endt	Approved	Yes
Form (revised)	Purchased Extended Reporting Period Endt	Approved	Yes
Form	Purchased Extended Reporting Period Endt	Approved	Yes
Form	Waiver of Organizational Change Prov.	Approved	Yes
Form	Vicacious Liability covergare Endorsement	Approved	Yes
Form	Corporate Counsel Premier Extension endt	Approved	Yes
Form	Claims Adjusting Serv Coverage Endt	Approved	Yes
Form	Computer Attack coverage Amendatory endt	Approved	Yes
Form	Computer Services Coverage Endorsement	Approved	Yes
Form	Contingent BIP Damage Endt Sublimit	Approved	Yes
Form	Contingent BIP Damage Coverage Endt	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Form	Data Processing Services Coverage Endt	Approved	Yes
Form	Emotional Distress Coverage	Approved	Yes
Form	Endorsement		
Form	Employee Benefit Plan Administrators Endt	Approved	Yes
Form	Employed Accountant Coverage Extension Endt	Approved	Yes
Form	Fair Housing Violations Defense Coverage Endt	Approved	Yes
Form	Franchiser Professional Liability Endt	Approved	Yes
Form	HIPAA Extension Non Regulatory Endt	Approved	Yes
Form	Home Inspect Service Amendatory Endt	Approved	Yes
Form	Lock Box Coverage Endt	Approved	Yes
Form	Moonlighting Sublimit Endorsement	Approved	Yes
Form	Mortgage Broker Endorsement	Approved	Yes
Form	Real Estate Regulatory Proceedigs Sublimits	Approved	Yes
Form	Real Estate Endorsement Owned Prop Excl	Approved	Yes
Form	Spousal and Legal Representative Extension	Approved	Yes
Form	Structured Settlement Broker Serv Coverage	Approved	Yes
Form (revised)	Technology Services Coverage Endorsement - State of Arkansas	Approved	Yes
Form	Technology Services Coverage Endorsement	Approved	Yes
Form (revised)	Technology Services Coverage Endt	Approved	Yes
Form	Technology Services Coverage Endt	Approved	Yes
Form	Discrimination Excl Amendatory Endorsement	Approved	Yes
Form	Discrimination Exclusion Endorsement	Approved	Yes
Form	Third Party Admininstrator Endorsement	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Form	Internet Media Liab Coverage Endorsement	Approved	Yes
Form	Internet Professional Services Coverage	Approved	Yes
Form	Security and Privacy Liability Coverage Endt	Approved	Yes
Form	Two Year Policy Period Endorsement	Approved	Yes
Form	Security Liability Coverage Endorsement	Approved	Yes
Form	Contract Specific Exclusion Endorsement	Approved	Yes
Form	Collection Agency Endorsement	Approved	Yes
Form	Consulting Services Coverage Endorsement	Approved	Yes
Form	Fungus & Mold Exclusion Endorsement (Absolute)	Approved	Yes
Form	Contingent Pollution Coverage Endorsement	Approved	Yes
Form	Contract Specific Coverage Limitation Endorsement	Approved	Yes
Form	Defense Provision Amendatory	Approved	Yes
Form	Multimedia Extension Endorsement	Approved	Yes
Form	Failure to Maintain Insurance Amendatory Endorsement (Claim Expenses Carveout)	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/04/2007
Submitted Date 09/04/2007
Respond By Date
Dear Jameka Harris,

This will acknowledge receipt of the captioned filing.

Form 91461, must be withdrawn as it does not comply with AR Code Anno. 23-79-306 (1-6), which outlines provide the requirements of the Basic Extended Reporting Period (free and mandatory) as well as the optional Extended Reporting Period.

With reference to Form 91462, this form does not comply with AR Code 23-79-306 (2) as the sixty day extended reporting is automatic and mandatory and applicable to all policy terminations, regardless of the reason and you may not charge a premium for this coverage.

Form 91471 must be withdrawn. Extended Reporting Periods both the basic and optional may not be refused and these rights may not be denied.

Under Form 91472, sixty (60) days rather than (30) days must be allowed to request the optional extended reporting period endorsement. Both the mandatory basic and optional ERP must be put into force for cancellation/terminations for any reason, including non-payment of premium with premium or deductibles still owing. Also, because the insured elects the optional extended reporting period, you may not void the 60 day automatic basic free of charge ERP. And on page 2, with reference to the limit for the optional ERP, the limit must be the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%. Please reference AR Code Anno. 23-79-306 (1-6)

With reference to Form 91473, 91475, 91476 and 91477, please see above.

With reference to both Form 91520 and 91521, exclusion TS-G, you must include an exception for smoke, vapors, soot or fumes from a "hostile fire." Also, both these forms need to have numbered pages.

With reference to Form 91604 Internet Media, this form contains defense within the limits of liability which may be exempted from the defense outside the limits under AID Order 2007-033. However, you must confirm that the

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

minimum limit of liability will be no less than \$1,000,000 and that a signed consent form with be executed by the insured, pursuant to the Order.

With reference to Form 94232, page 4, B. and C., the limits for the optional Extended Reporting Period must be the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%. Also, on page 5, Section 9 A. 1 and 2, this should be 60 days, rather than 30 days in these provisions. The 30 day reference on page 7, should also be changed to 60 days. And the language that the right to purchase ERPs does not apply to policy cancellation for non payment of premium must be removed. The remainder of the form must be amended to comply with the reinstatement of limits of the optional extended reporting periods as previously explained.

Again, before use of Form 94407, please confirm compliance with AID Order 2007-046 for Miscellaneous Professional Liability, which mandates minimum limits of \$1,000,000 and a signed consent order by the insured, in order for this coverage to be written as defense within the limits of liability. And also, for Form 54469, AID Order 2007-033.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/01/2007
Submitted Date	11/01/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: We respectfully withdraw the below forms, without prejudice. This does not preclude a resubmission at a later date.

91461 (8/06) - Post Policy Period Reporting Allowance Endorsement

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

- 91462 (8/06) - Post Policy Period Reporting Allowance Endorsement – Sixty Days
- 91471 (8/06) - Delete Extended Reporting Period (Optional ERP)
- 91472 (8/06) - Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase Of ERP)
- 91475 (8/06) - Purchased Extended Reporting Period – 1 year
- 91476 (8/06) - Purchased Extended Reporting Period – 2 years
- 91477 (8/06) - Purchased Extended Reporting Period – 3 years

Please see Extended Reporting Period Amendatory Endorsement – State of Arkansas 96449 (10/07).

Please see Technology Services Coverage Endorsement (Scheduled Entities) – State Of Arkansas 96450 (10/07) and Technology Services Coverage Endorsement – State of Arkansas 96451 (10/07).

We confirm that the minimum limit of liability will be no less than \$1,000,000, and a signed consent form will be executed by the Insured, pursuant to the Order.

Please see Arkansas Amendatory Endorsement 81689 (11/03), which is on file. This Amendatory Endorsement is attached to all policies admitted in Arkansas and complies with Arkansas regulation.

We confirm that the minimum limit of liability will be no less than \$1,000,000, and a signed consent form will be executed by the Insured, pursuant to the Order.

We hope this additional information will enable you to continue with a favorable review of our filing.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Post Period Reporting Allow.	91461	8/06	Endorsement/Amendment/Conditions	Withdrawn		0	
Previous Version							
Post Period Reporting	91461	8/06	Endorsement/Amendment	New		0	91461_8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Allow.			/Conditions		06_ - Post Policy Period Rptng Allow.pdf
Post Policy Period Reporting Allow Endt	91462	8/06	Endorsement/AmendmentWithdrawn /Conditions	0	
Previous Version					
Post Policy Period Reporting Allow Endt	91462	8/06	Endorsement/AmendmentNew /Conditions	0	91462_8-06_ -Post Policy Period Rptng Allow Endorsement -.pdf
Delete Extended Reporting Period Endorsement	91471	8/06	Endorsement/AmendmentWithdrawn /Conditions	0	
Previous Version					
Delete Extended Reporting Period Endorsement	91471	8/06	Endorsement/AmendmentNew /Conditions	0	91471_8-06_ - Delete Extended Reporting Period Endt.pdf
Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	91472	8/06	Endorsement/AmendmentWithdrawn /Conditions	0	

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Previous Version

Extended Reporting 91472 8/06 Endorsement/AmendmentNew 0 91472_8-
 Period Amendatory /Conditions 06_ -
 Endorsement (Modified Extended.
 Percentage For pdf
 Purchase of Optional
 ERP)

Extended Reporting 96449 10/07 Endorsement/AmendmentReplaced 0 AR MPL-
 Period Amendatory /Conditions 0402-
 Endt Modi - State Of STD-
 Arkansas ERP_Amd
 ty._Endt_(
 1_2_&_3_
 yr._Fill_In)
 .pdf

Previous Version

Extended Reporting 91473 8/06 Endorsement/AmendmentNew 0 91473_8-
 Period Amendatory /Conditions 06_ -
 Endt Modi Extended
 Reporting
 Period
 Amdty
 Endt
 _modif.pdf

Purchased Extended 91475 8/06 Endorsement/AmendmentWithdrawn 0
 reporting Period /Conditions

Previous Version

Purchased Extended 91475 8/06 Endorsement/AmendmentNew 0 91475_8-
 reporting Period /Conditions 06_ -
 Endorsement Purchased
 Extended
 Reporting

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

					Period Endt - .pdf
Purchased Extended Reporting Period Endt	91476	8/06	Endorsement/AmendmentWithdrawn /Conditions	0	
Previous Version					
Purchased Extended Reporting Period Endt	91476	8/06	Endorsement/AmendmentNew /Conditions	0	91476_8-06_ - Purchased Extended Reporting Period Endt - .pdf
Purchased Extended Reporting Period Endt	91477	8/06	Endorsement/AmendmentWithdrawn /Conditions	0	
Previous Version					
Purchased Extended Reporting Period Endt	91477	8/06	Endorsement/AmendmentNew /Conditions	0	91477_8-06_ - Purchased Extended Reporting Period Endt - .pdf
Technology Services Coverage Endorsement - State of Arkansas	96450	10/07	Endorsement/AmendmentReplaced /Conditions	0	AR MPL-0402-STD-Tech_Services_Cvg_Endt.pdf
Previous Version					
Technology Services Coverage Endorsement	91520	8/06	Endorsement/AmendmentNew /Conditions	0	91520_8-06_ - Technology Services

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

					Coverage Endorsement _S.pdf
Technology Services Coverage Endt	96451	10/07	Endorsement/Amendment Replaced /Conditions	0	AR MPL-0402-STD-Tech_Services_Cvg_Endt_(Sch_Entities).pdf
Previous Version					
Technology Services Coverage Endt	91521	8/06	Endorsement/Amendment New /Conditions	0	91521_8-06_ - Technology Services Coverage Endorsement.pdf
Arkansas Amendatory Endorsement	81689	(11/03)	Endorsement/Amendment New /Conditions	0	AR+Amendatory+-MPL+-+81689.pdf

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Amendment Letter

Amendment Date:
 Submitted Date: 07/26/2007

Comments:

Ms. Roberts,

We wish to make a change to form # 90548 (3/06). This 7/07 version replaces the 3/06 version previously submitted.

We apologize for any inconvenience this matter may cause.

Very truly yours,

Jameka Harris

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Trustee Endorsement/Amendment/Condition	90548	7/07	Endorsement/Amendment/Condition	Replaced			0	90548 (7-07) - Trustee Endorsement (Amendment Definition of wrongful Act) 1.pdf

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Architect or Engineer Exclusion Endorsement	80528	02/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80528 (7/02) Previous Filing #:	0.00	80528 _02-07_ - Architect or Engineer Exclusion Endorsement....pdf 80528 (7-02)-Architect or Engineer Excl End Redline.pdf
Approved	Contract Specific Endorsement	80536	02/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80536 (7/02) Previous Filing #:	0.00	80536 _02-07_ - Contract Specific Endorsement.pdf 80536 (7-02)-Contract Specific Endorsement Redline.pdf
Approved	Ground Testing Exclusion Endorsement	80548	7/02	Endorsement/Amendment/Conditions	New	0.00	80548 _7-02_ Ground Testing Exclusion Endorsement.pdf
Approved	Insurance Consultant	80551	7/02	Endorsement/Amendment	New	0.00	80551 _7-02_ -

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

endorsement	ent/Condi ons	Insurance Consultant Endorsemen t.pdf
Approved Policy Period Amendatory Endorsement	80566 02/07 Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 80566 (7/02) Previous Filing #: 80566 _02- 07_ - Policy Period Amendatory Endorsemen t.pdf 80566 (7-02) -Policy Period Amendatory- Redline.pdf
Approved Retroactive Date Amendatory Endorsement	80576 02/07 Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 80576 (7/02) Previous Filing #: 80576 _02- 07_ - Retroactive Date Amendatory Endorsemen t.pdf 80576 (7-02) -Retroactive Date Amended- Redline.pdf
Approved Tunnels and Bridges Exclusion Endorsement	80581 7/02 Endorseme New nt/Amendm ent/Condi ons	0.00 80581 _7- 02_ - Tunnels and Bridges Exclusion Endorsemen t.pdf
Approved Warranty or Guarantee	80582 7/02 Endorseme Replaced nt/Amendm	Replaced Form #:0.00 80582 (7/02) 80582 _7- 02_ -

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Exclusion Endorsement	ent/Condi ons	Previous Filing #:	Warranty or Guarantee Exclusion Endorsemen t....pdf 80582 (7- 02)-Warranty or Guarantee Exclusion Endorsemen t-Redline.pdf
Approved Personal Injury coverage Endorsement	80649 2/07 Endorsement/Amendment/Conditions	Replaced Form #:0.00 80649 (8/02) Previous Filing #:	80649 _2-07_ - Personal Injury Coverage Endorsement.pdf 80649 (8-02)Personal +Injury+Coverage+Endorsement Redline.pdf
Approved Title Agent Abstractors Endorsement	80945 02/07 Endorsement/Amendment/Conditions	Replaced Form #:0.00 80945 (10/02) Previous Filing #:	80945 _02-07_ - Title Agent Abstractors Endorsement.pdf 80945 (10-02)-Title Agent Abstractors Endorsemen

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approved	Title Agent	81474	2/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 81474 (2/03) Previous Filing #:	81474_2-07_ - Title Agent Abstractor Escrow Agent Endorsement.pdf
Approved	Credit Bureau Endorsement	81899	4/03	Endorsement/Amendment/Conditions	New 0.00	81899_4-03_ - Credit Bureau Endorsement.pdf
Approved	Advertising Agents Endorsement	90440	08/06	Endorsement/Amendment/Conditions	New 0.00	90440_08-06_ - Advertising Agents Endorsements.pdf
Approved	Business Broker Endorsement With Sublimit	90441	08/06	Endorsement/Amendment/Conditions	New 0.00	90441_08-06_ - Business Broker Endorsement_With Sublimit....pdf
Approved	Consultant	90442	2/06	Endorsement New	0.00	90442_2-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

	Coverage Extension Endorsement			nt/Amendment/Conditions		06_ - Consultant Coverage Extension Endorsement.pdf
Approved	Exclusion F Amendatory Endorsement	90443	2/06	Endorsement/Amendment/Conditions	0.00	90443 _2-06_ - Exclusion F Amendatory Endorsement.pdf
Approved	Real Estate And Property Managers endorsement	90448	2/06	Endorsement/Amendment/Conditions	0.00	90448 - _2-06_ - Real Estate And Property Managers Endt _Ex....pdf
Approved	Real Estate And Property Managers Endorsement	90449	2/06	Endorsement/Amendment/Conditions	0.00	90449 _2-06_ Real Estate And Property Managers Endt.pdf
Approved	Exclusion T Amendatory Endorsement	90545	3/06	Endorsement/Amendment/Conditions	0.00	90545 _3-06_ - Exclusion T Amendatory Endorsement.pdf
Approved	Real Estate Professional Serv. Amend	90546	3/06	Endorsement/Amendment/Conditions	0.00	90546 _3-06_ - Real Estate Professional Serv

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Amount	Previous Filing #	Attachment
Approved	Trustee Endorsement Amend Definition of	90548	7/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00		Amend.pdf 90548 (7-07) - Trustee Endorsement (Amend Definition of wrongful Act) 1.pdf
Approved	Policy Period Amendatory Endorsement Return	91377	8/06	Endorsement/Amendment/Conditions	New 0.00		91377_8-06_-Policy Period Amendatory Endorsement_Return....pdf
Approved	Item 6 Professional Services Def Endt Delete	91379	8/06	Endorsement/Amendment/Conditions	New 0.00		91379_8-06_- Item 6 Professional Services Def Endt Delet....pdf
Approved	Retroactive Date Amendatory Endorsement	91381	8/06	Endorsement/Amendment/Conditions	New 0.00		91381_8-06_- Retroactive Date Amendatory Endorsement_Sep....pdf
Approved	Producer Amendatory Endorsement	91382	8/06	Endorsement/Amendment/Conditions	New 0.00		91382_8-06_- Producer Amendatory Endorsement.pdf
Approved	Cooperation	91383	8/06	Endorsement/Amendment/Conditions	New 0.00		91383_8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Clause	nt/Amendm	06_ -
Amendatory	ent/Condi	Cooperation
Endorsement	ons	Clause
		Amendatory
		Endorsemen
		t.pdf
Approved	Cooperation	91384
	Clause	8/06
	amendatory	Endorseme New
	Endorsement	nt/Amendm
		ent/Condi
		ons
		0.00
		91384 _8-
		06_ -
		Cooperation
		Clause
		Amendatory
		Endorsemen
		t _....pdf
Approved	Punitive	91385
	Damages	8/06
	Coverage	Endorseme New
	Amendatory	nt/Amendm
	Endorsement	ent/Condi
		ons
		0.00
		91385 _8-
		06_ -
		Punitive
		Damages
		Coverage
		Amendatory
		Endt.pdf
Approved	First Inception	91386
	Date Definition	8/06
	Amendatory	Endorseme New
	Endorsement	nt/Amendm
		ent/Condi
		ons
		0.00
		91386 _8-
		06_ - First
		Incep Date
		Definition
		Amdty
		Endt.pdf
Approved	Recall Exclusion	91387
	Endorsement	8/06
		Endorseme New
		nt/Amendm
		ent/Condi
		ons
		0.00
		91387 _8-
		06_ - Recall
		Exclusion
		Endorsemen
		t.pdf
Approved	Subsidiary	91388
	Definition	8/06
	Amendatory	Endorseme New
	Endorsement	nt/Amendm
	Limited	ent/Condi
		ons
		0.00
		91388 _8-
		06_ -
		Subsidiary
		Definition
		Amend Endt

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Category	Policy No	Effective Date	Description	Amount	File Name
Approved	Subsidiary Definition Amendatory Endorsement Joint Venture	91389	8/06	Endorsement/Amendment/Conditions	0.00	91389_8-06_-_Subsidiary Definition Amend Endt _Joint ven....pdf
Approved	Listed Subsidiaries Endorsement Management Control	91390	8/06	Endorsement/Amendment/Conditions	0.00	91390_8-06_-Listed Subsidiaries Endorsement mgmt control....pdf
Approved	Listed Subsidiaries Endorsement Separate First Inception	91391	8/06	Endorsement/Amendment/Conditions	0.00	91391_8-06_- Listed Subsidiaries Endt _Sep Ist Inception....pdf
Approved	Listed Subsidiaries Endorsement	91392	8/06	Endorsement/Amendment/Conditions	0.00	91392_8-06_- Listed Subsidiaries Endorsement __Sep.pdf
Approved	Listed Subsidiaries Endt	91393	8/06	Endorsement/Amendment/Conditions	0.00	91393_8-06_- Listed Subsidiaries Endorsement.pdf
Approved	Subsidiary Definition Amendatory Endt Percentage	91394	8/06	Endorsement/Amendment/Conditions	0.00	91394_8-06_- Subsidiary Definition

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No.	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Subsidiary Definition Amendatory Endorsement	91395	8/06	Endorsement/Amendment/Conditions	0.00	Amendatory Endt _Perc....pdf 91395_8-06_- Subsidiary Definition Amend Endorsement_mon....pdf
Approved	Wrongful Act Definition Amend Endt	91396	8/06	Endorsement/Amendment/Conditions	0.00	91396_8-06_- Wrongful Act Definition Amend Endt _Add Bre....pdf
Approved	Wrongful Act Definition Amendatory Endorsement	91397	8/06	Endorsement/Amendment/Conditions	0.00	91397_8-06_- Wrongful Act Definition Amendatory Endorse....pdf
Approved	Additional Insured Endorsement	91398	8/06	Endorsement/Amendment/Conditions	0.00	91398_8-06_- Additional Insured Endorsement_Sep.pdf
Approved	Insured Definition Amendatory Endorsement	91399	8/06	Endorsement/Amendment/Conditions	0.00	91399_8-06_- Insured Definition Amendatory Endt _Add

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement Description	Amount	File Name
Approved	Insured Definition Amendatory Endorsement Add Volunteers	91400	8/06	Endorsement/Amendment/Conditions	0.00	Unp....pdf 91400_8-06_ Insured Definition Amdty Endt _Add volunteers...pdf
Approved	Accreditation Exclusion Endorsement	91401	08/06	Endorsement/Amendment/Conditions	0.00	91401_08-06_ - Accreditation Exclusion Endorserment.pdf
Approved	Benefit Plan Exclusions Endorsement	91403	8/06	Endorsement/Amendment/Conditions	0.00	91403_8-06_ - Benefit Plan Exclusions Endorsement.pdf
Approved	Internet and Computer Attack Excl Endt	91404	8/06	Endorsement/Amendment/Conditions	0.00	91404_8-06_ - Internet and Computer Attack Excl Endt.pdf
Approved	Internet And Computer Attaack Exc Endorsement	91405	8/06	Endorsement/Amendment/Conditions	0.00	91405_8-06_ - Internet And Computer Attack Exc Endt.pdf
Approved	Directors and Officers Exclusion Endorsement	91406	8/06	Endorsement/Amendment/Conditions	0.00	91406 -_8-06_ - Directors and Officers

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Deletion of Endorsement	91407	8/06	Endorsement/Amendment/Conditions	0.00	91407_8-06_ - Deletion of Endorsement.pdf
Approved	Insolvency Exclusion Endorsement	91408	8/06	Endorsement/Amendment/Conditions	0.00	91408_8-06_ - Insolvency Exclusion Endorsement.pdf
Approved	Insurance Services Exclusion Endorsement	91409	8/06	Endorsement/Amendment/Conditions	0.00	91409_8-06_ - Insurance Services Exclusion Endorsement.pdf
Approved	Absolute Internet Exclusion Endorsement	91410	08/06	Endorsement/Amendment/Conditions	0.00	91410_08-06_ - Absolute Internet Exclusion Endorsement.pdf
Approved	Internal Revenue Service Exclusion Endorsement	91411	8/06	Endorsement/Amendment/Conditions	0.00	91411_8-06_ - Internal revenue Service Exclusion Endt.pdf
Approved	Labor Relations Exclusion	91412	8/06	Endorsement/Amendment	0.00	91412_8-06_ - Labor

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Endorsement	Policy No.	Effective Date	Endorsement/Conditions	Amount	Relations Exclusion/Endt.pdf
Approved	Loan Liability Exclusion Endorsement	91413	8/06	Endorsement/Conditions	0.00	91413_8-06_ - Loan Liability Exclusion Endt.pdf
Approved	Managed Care Exclusion Endorsement	91414	8/06	Endorsement/Conditions	0.00	91414_8-06_ - Managed Care Excl Endorsement.pdf
Approved	Merger and Acquisition Exclusion Endorsement	91415	8/06	Endorsement/Conditions	0.00	91415_8-06_ - Merger and Acquisition Exclusion Endt.pdf
Approved	Management Consulting Services Exclusion Endorsement	91416	8/06	Endorsement/Conditions	0.00	91416 -_8-06_ - Management Consulting Svcs Excl Endt.pdf
Approved	Fungus and Mold Exclusion Endorsement	91417	8/06	Endorsement/Conditions	0.00	91417_8-06_ - Fungus and Mold Exclusion Endorsement.pdf
Approved	Music Publishing Exclusion Endorsement	91419	8/06	Endorsement/Conditions	0.00	91419_8-06_ - Music Publishing

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement Description	Amount	Attachment
Approved	Privacy Policy Exclusion Endorsement	91420	8/06	Endorsement/Amendment/Conditions	0.00	91420_8-06_-Privacy Policy Exclusion Endorsement.pdf
Approved	Royalties and Fees Exclusion Endorsement	91422	8/06	Endorsement/Amendment/Conditions	0.00	91422_8-06_- Royalties and Fees Exclusion Endorsement.pdf
Approved	Specific Persons Entities Exclusion Endorsement	91423	8/06	Endorsement/Amendment/Conditions	0.00	91423_8-06_- Specific Persons Entities Exclusion Endorsement.pdf
Approved	Specific Entity Exclusion Endorsement	91425	8/06	Endorsement/Amendment/Conditions	0.00	91425_8-06_- Specific Entity Exclusion Endorsement_Acts....pdf
Approved	Specific Investigation Claim Litigation Exclusion Endt	91426	8/06	Endorsement/Amendment/Conditions	0.00	91426_8-06_-Specific Investigation Claim Litig Excl

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	Tax Advice Exclusion Endorsement	91427	8/06	Endorsement/Amendment/Conditions	0.00	91427_8-06_-Tax Advice Exclusion Endorsement.pdf
Approved	Utilization Review Exclusion Endorsement	91428	8/06	Endorsement/Amendment/Conditions	0.00	91428_8-06_- Utilization Review Exclusion Endorsement.pdf
Approved	Fraud excluding Amendatory Delete Nolo Contend	91429	8/06	Endorsement/Amendment/Conditions	0.00	91429_8-060 - Fraud Excl Amdty _Del Nolo Contend_.pdf
Approved	Securities Exclusion Amendatory Endorsement	91431	8/06	Endorsement/Amendment/Conditions	0.00	91431 - _8-06_- Securities Exclusion Amendatory Endt _Pro....pdf
Approved	Employment Practices Excl Amendatory Endorsement	91432	8/06	Endorsement/Amendment/Conditions	0.00	91432_8-06_- Employment Practices Excl Amend Endt.pdf
Approved	Discrimination Exclusion Amendatory	91433	8/06	Endorsement/Amendment/Conditions	0.00	91433_8-06_- Discriminatio

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Endorsement	Policy No	Effective Date	Description	Amount	Attachment
Approved	Notice to Prior Policy Endorsement Deletion	91434	08/06	Endorsement/Amendment/Conditions	0.00	91434_08-06_ - Notice to Prior Policy Exclusion Deletionpdf
Approved	Intellectual Property Exclusion Amendatory	91435	8/06	Endorsement/Amendment/Conditions	0.00	91435_8-06_ - Intellectual Property Exclusion Amendatorypdf
Approved	Intellectual Property Exclusion Amendatory Endorsement	91436	8/06	Endorsement/Amendment/Conditions	0.00	91436_8-06_ - Intellectual Property Exclusion Amendatory Endorsement.pdf
Approved	Regulatory Claim Exclusion Endorsement	91437	8/06	Endorsement/Amendment/Conditions	0.00	91437_8-06_ - Regulatory Claim Exclusion Endorsement_Def....pdf
Approved	Insured v. Insured Exclusion Amendatory	91438	8/06	Endorsement/Amendment/Conditions	0.00	91438 -_8-06_ - Insured v.pdf
Approved	Insured v.	91439	8/06	Endorsement/Amendment/Conditions	0.00	91439_8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No.	Effective Date	Event Description	Amount	Attachment
	Insured Exclusion Amendatory Endorsement			nt/Amendm ent/Condi ons		06_ Insured v. Insured Excl Amendatory Endt.pdf
Approved	Insured v. Insured Exclusion Amendatory Endt	91440	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91440 _8- 06_ - Insured v Insured Exclusion Amendatory Endt....pdf
Approved	Known Prior Wrongful Act Excl. Delete Endt	91441	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91441 _8- 06_ - Known Pior Wrongful Act Excl. Delete Endt..pdf
Approved	Fee Dispute Exclusion Amendatory Endt	91442	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91442 _8- 06_ - Fee Dispute Exclusion Amendatory Endt..pdf
Approved	Known Wrongful Act Exclusion Amendatory Endorsement	91443	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91443 _8- 06_ - Known Wrongful Act Exclusion Amendatory end....pdf
Approved	Over-Redemption Exclusion Deletion	91444	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91444 _8- 06_ -Over- Redemption Exclusion Deletion endt.pdf

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approved	Personal Injury Exclusion Deletion Endt	91445	8/06	Endorsement/Amendment/Conditions	New	0.00	91445_8-06_ - Personal Injury Exclusion Deletion endt.pdf
Approved	Limit of Liability Amendatory Endt	91448	8/06	Endorsement/Amendment/Conditions	New	0.00	91448_8-06_ - Limit of Liability Amendatory Endt_Spec.pdf
Approved	Non-stacking of Limits Endorsement	91449	8/06	Endorsement/Amendment/Conditions	New	0.00	91449 -_8-06_ - Non-stacking of Limits Endorsement.pdf
Approved	Tie-in of Limits Endorsement Absolute	91450	8/06	Endorsement/Amendment/Conditions	New	0.00	91450_8-06_ - Tie-in of Limits Endorsement_Absolute_.pdf
Approved	Aggregate Retention Endorsement	91451	8/06	Endorsement/Amendment/Conditions	New	0.00	91451_08-06_ - Aggregate Retention Endorsement.pdf
Approved	Class Action Claim Retention Amendatory Endt	91452	8/06	Endorsement/Amendment/Conditions	New	0.00	91452_8-06_ - Class Action Claims Retention

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Class Action Claims Coinsurance endorsement	91453	8/06	Endorsement/Amendment/Conditions	0.00	Amendatory En....pdf 91453 - _8-06_ - Class Action Claims Coinsurance Endorsement....pdf
Approved	Coinsurance Endorsement	91454	8/06	Endorsement/Amendment/Conditions	0.00	91454 _8-06_ - Coinsurance Endorsement.pdf
Approved	Separate Services Retention Amendatory Endt	91455	8/06	Endorsement/Amendment/Conditions	0.00	91455 _8-06_ - Separate Services Retention Amendatory Endt....pdf
Approved	Claim Reporting Amendatory endorsement	91456	08/06	Endorsement/Amendment/Conditions	0.00	91456 _8-06_ - Claim Rpting Amendatory _Quart bordereau_.pdf
Approved	Claim Reporting Amendatory Endt semi bordereau	91457	8/06	Disclosure/ New Notice	0.00	91457 _8-06_ - Claim Rpting Amendatory _Semi bordereau_.pdf
Approved	Notice of Claim	91458	8/06	Endorsement New	0.00	91458 _8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Provision	nt/Amendm	06_ - Notice
Amendatory Endt	ent/Condi	of Claim
	ons	Provision
		Amendatory
		Endt.pdf
Approved Notice of Claim Provision Amendatory Endorsement	91459 8/06 Endorsement/Amendment/Conditions	0.00 91459_8-06_ - Notice of Claim Provision Amend Endt _Notice....pdf
Approved Notice of Claim Provision Amendatory Endt	91460 8/06 Endorsement/Amendment/Conditions	0.00 91460_8-06_ - Notice of Claim Provision Amend.pdf
Approved Post Period Reporting Allow.	91461 8/06 Endorsement/Amendment/Conditions	0.00 Replaced Form #: Previous Filing #:
Approved Post Policy Period Reporting Allow Endt	91462 8/06 Endorsement/Amendment/Conditions	0.00 Replaced Form #: Previous Filing #:
Approved Primary Insurance Amendatory Endt	91463 08/06 Endorsement/Amendment/Conditions	0.00 91463_08-06_ -Primary Insurance Amendatory Endorsement.pdf
Approved Cancellation Amendatory Endt	91466 8/06 Endorsement/Amendment/Conditions	0.00 91466_8-06_ - Cancellation Amendatory Endt _60

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement/Condition	Amount	File Name
Approved	Cancellation Amendatory Endorsement	91467	8/06	Endorsement/Conditions	0.00	91467_8-06_ - Cancellation Amendatory endorsement_90day_....pdf
Approved	Auto ERP Amendatory Endorsement 90 Days	91470	8/06	Endorsement/Conditions	0.00	91470_8-06_ - Auto ERP Amd Endt_90+days_.pdf
Approved	Delete Extended Reporting Period Endorsement	91471	8/06	Endorsement/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	91472	8/06	Endorsement/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Extended Reporting Period Amendatory Endt Modi - State Of Arkansas	96449	10/07	Endorsement/Conditions	Replaced Form #:0.00 91473 (8/06)	AR MPL-0402-STD-ERP_Amdty._Endt_(1_2_&_3_yr._Fill_In).pdf
Approved	Purchased Extended reporting Period Endorsement	91475	8/06	Endorsement/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Purchased	91476	8/06	Endorsement/Conditions	Replaced Form #:0.00	

SERFF Tracking Number: AGNY-125220619 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563

Company Tracking Number: AIC-07-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability

Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approved	Extended Reporting Period Endt			nt/Amendm ent/Condi ons	Previous Filing #:		
Approved	Purchased Extended Reporting Period Endt	91477	8/06	Endorsement/Amendment/Withdrawn	Replaced Form #:	0.00	
Approved	Waiver of Organizational Change Prov.	91478	08/06	Endorsement/Amendment/Conditions New	0.00		91478_08-06_ - Waiver Of Organization al Change Prov.pdf
Approved	Vicarious Liability coverage Endorsement	91493	8/06	Endorsement/Amendment/Conditions New	0.00		91493_8-06_ - Vicarious Liability Coverage Endorsement.pdf
Approved	Corporate Counsel Premier Extension endt	91494	8/06	Endorsement/Amendment/Conditions New	0.00		91494_8-06_ - Corporate Counsel Premier Extension Endt.pdf
Approved	Claims Adjusting Serv Coverage Endt	91495	8/06	Endorsement/Amendment/Conditions New	0.00		91495_8-06_ - Claims Adjusting Serv Cvg Endt.pdf
Approved	Computer Attack coverage Amendatory endt	91496	8/06	Endorsement/Amendment/Conditions New	0.00		91496_8-06_ - Computer Attack Cvg

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement Description	Amount	Attachment
Approved	Computer Services Coverage Endorsement	91497	8/06	Endorsement/Amendment/Conditions	0.00	Amendatory Endt.pdf 91497_8-06_ - Computer Services Cvg Endorsement.pdf
Approved	Contingent BIP Damage Sublimit	91499	8/06	Endorsement/Amendment/Conditions	0.00	91499_8-06_ - Contingent BIP Damage Endt _Sublimit_.pdf
Approved	Contingent BIP Damage Coverage Endt	91500	8/06	Endorsement/Amendment/Conditions	0.00	91500_8-06_ - Contingent BIP Damage Coverage Endt.pdf
Approved	Data Processing Services Coverage Endt	91501	8/06	Endorsement/Amendment/Conditions	0.00	91501_8-06_ - Data Processing Serv Coverage Endt.pdf
Approved	Emotional Distress Coverage Endorsement	91502	8/06	Endorsement/Amendment/Conditions	0.00	91502_8-06_ - Emotional Distress Coverage Endorsement.pdf
Approved	Employee Benefit	91503	8/06	Endorsement New	0.00	91503_8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563

Company Tracking Number: AIC-07-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability

Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Plan	Administrators	Endt	nt/Amendm	ent/Condi	ons	06_ -
Approved	Employed Accountant Coverage Extension	91504	8/06	Endorsement/Amendment/Conditions	New	91504_8-06_ - Employed Accountant Coverage Extension Endt.pdf
Approved	Fair Housing Violations Defense Coverage	91505	8/06	Endorsement/Amendment/Conditions	New	91505_8-06_ - Fair Hsg Violations Defense Cvg Endt.pdf
Approved	Franchiser Professional Liability	91506	8/06	Endorsement/Amendment/Conditions	New	91506_8-06_ - Franchiser Professional Liability Endt..pdf
Approved	HIPAA Extension Non Regulatory	91507	8/06	Endorsement/Amendment/Conditions	New	91507_8-06_ - HIPAA Extension _Non-Regulatory_ Endt.pdf
Approved	Home Inspect Service Amendatory	91508	8/06	Endorsement/Amendment/Conditions	New	91508_8-06_ - Home Inspect Svc Amendatory Endt.pdf
Approved	Lock Box	91509	8/06	Endorsement/Amendment/Conditions	New	91509_8-

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

	Coverage	Endt		nt/Amendm ent/Condi ons			06_ - Lock BoxCoverag e Endorsemen t.pdf
Approved	Moonlighting Sublimit Endorsement	91510	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91510_8- 06_ - Moonlighting Sublimit Endt.pdf	
Approved	Mortgage Broker Endorsement	91511	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91511_8- 06_ - Mortgage Broker Endorsemen t.pdf	
Approved	Real Estate Regulatory Proceedigs Sublimits	91515	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91515_8- 06_ -Real Estate Regulatory Proceedings Sublimits.... pdf	
Approved	Real Estate Endorsement Owned Prop Excl	91516	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91516_8- 06_ - Real Estate Endorsemen t_Owned Prop Exc_.pdf	
Approved	Spousal and Legal Representative Extension	91518	8/06	Endorseme New nt/Amendm ent/Condi ons	0.00	91518_8- 06_ - Spousal and Legal Representati ve Extension	

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	Structured Settlement Broker Service Coverage	91519	8/06	Endorsement/Amendment/Conditions	0.00	E....pdf 91519_8-06_ - Structured Settlement Broker Service Coveragepdf
Approved	Technology Services Coverage Endorsement - State of Arkansas	96450	10/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 91520 (8/06) Previous Filing #:	AR MPL-0402-STD-Tech_Services_Cvg_Endt.pdf
Approved	Technology Services Coverage Endt	96451	10/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 91521 (/06) Previous Filing #:	AR MPL-0402-STD-Tech_Services_Cvg_Endt_(Sch._Entities).pdf
Approved	Discrimination Excl Amendatory Endorsement	91522	8/06	Endorsement/Amendment/Conditions	0.00	91522_8-06_ - Discrimination Excl Amendatory Endorsement.pdf
Approved	Discrimination Exclusion Endorsement	91523	8/06	Endorsement/Amendment/Conditions	0.00	91523_8-06_ - Discrimination Excl Amend Endt_Tenant_Disc....pdf
Approved	Third Party Administrator Endorsement	91524	8/06	Endorsement/Amendment/Conditions	0.00	91524_8-06_ - Third Party

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Approval	Description	Policy No	Effective Date	Endorsement/Conditions	Amount	Attachment
Approved	Internet Media Liab Coverage Endorsement	91604	9/06	Endorsement/Conditions	0.00	Administrato r Endorsemen t.pdf 91604 _9- 06_ - Internet Media LiabCoverag e Endorsemen t.pdf
Approved	Internet Professional Services Coverage	91605	9/06	Endorsement/Conditions	0.00	91605 _9- 06_ - Internet Professional Services Coverage.pd f
Approved	Security and Privacy Liability Coverage Endt	91607	9/06	Endorsement/Conditions	0.00	91607 _9- 06_ - Security and Privacy Liability Coverage End....pdf
Approved	Two Year Policy Period Endorsement	94234	3/07	Endorsement/Conditions	0.00	94234 _3- 07_ - Two Year Policy Period Endorsemen t.pdf
Approved	Security Liability Coverage Endorsement	96060	9/06	Endorsement/Conditions	0.00	96060 _9- 06_ - Security Liability

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

							Coverage Endorsemen t.pdf
Approved	Contract Specific Exclusion Endorsement	91424	8/06	Endorsement/Amendment/Conditions	0.00	91424 (8-06)	- Contract Specific Exclusion Endorsement.pdf
Approved	Collection Agency Endorsement	81898	4/03	Election/Rejection/Supplemental Applications	0.00	81898 (4-03)	- Collection Agency Endorsement.pdf
Approved	Consulting Services Coverage Endorsement	91498	8/06	Endorsement/Amendment/Conditions	0.00	91498 (8-06)	- Consulting Services Coverage Endorsement.pdf
Approved	Fungus & Mold Exclusion Endorsement (Absolute)	81866	4/03	Endorsement/Amendment/Conditions	0.00	81866 (4-03)	- Fungus and Mold Exclusion Endorsement Absolute.pdf
Approved	Contingent Pollution Coverage Endorsement	91513	8/06	Endorsement/Amendment/Conditions	0.00	91513 (8-06)	- Contingent Pollution Coverage Endorsement.pdf
Approved	Contract Specific Coverage Limitation	91517	8/06	Endorsement/Amendment/Conditions	0.00	91517 (8-06)	- Contract Specific

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Endorsement	ons	Coverage
Limitation..p		df
Approved Defense Provision Amendatory	94407 4/07 Endorsement/New Amendment/Conditions	0.00 94407 (4-07) - Defense Provision Amendatory.pdf
Approved Multimedia Extension Endorsement	54469 5/07 Endorsement/New Amendment/Conditions	0.00 54469 (5-07) - Multimedia Extension Endorsement.pdf
Approved Failure to Maintain Insurance Amendatory Endorsement (Claim Expenses Carveout)	91446 8/06 Endorsement/New Amendment/Conditions	0.00 91446 (8-06) -STD-Failure+to+Maintain+Insurance+(def+cov).pdf
Approved Arkansas Amendatory Endorsement	81689 (11/03) Endorsement/New Amendment/Conditions	0.00 AR+Amendatory+-+MPL+-+81689.pdf

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ARCHITECT OR ENGINEER EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover any **claim** alleging, arising out of or resulting, directly or indirectly, from any **wrongful act** by an **insured** in the rendering of or failure to render services as an architect or engineer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement effective _____ on _____ forms a part of
policy number: _____
issued to: _____

By _____

ARCHITECT OR ENGINEER EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover any claim alleging, arising out of or resulting, directly or indirectly, from any wrongful act by an **insured** in the rendering of or failure to render services as an architect or engineer.

- Deleted: _____
- Deleted: s
- Deleted: i
- Deleted: performance of or failure to perform

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
© American International Group, Inc. All rights reserved.

- Deleted: _____

AUTHORIZED REPRESENTATIVE
- Formatted: Indent: Left: 252 pt,
First line: 36 pt, Line spacing: single

80528 (02/07)

- Deleted: 7/02
- Deleted: 8/06
- Inserted: 8/06

ENDORSEMENT #

This endorsement effective on _____ forms a part of
policy number: _____
issued to: _____

By _____

CONTRACT SPECIFIC ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II., DEFINITIONS, paragraph K., professional services, is deleted in its entirety and replaced with the following:

K. Professional services means those services as described and set forth in Item 6 of the Declarations performed pursuant to the contract between the **named insured** and **[INSERT NAME OF CONTRACTING PARTY, which is dated [INSERT EFFECTIVE DATE] and numbered [INSERT CONTRACT NUMBER, IF AVAILABLE – DELETE IF NOT AVAILABLE].**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

Deleted: the coverage as afforded by this policy, subject to its terms, conditions and exclusions, applies solely to **claims** arising out of **your wrongful act** in rendering or failing to render **professional services** pursuant to the contract dated [INSERT DATE] between the **named insured** and [NAME OF CONTRACTING PARTY]

Deleted: _____
AUTHORIZED REPRESENTATIVE
Formatted: Centered

Deleted: 7/02
Deleted: 8/06
Inserted: 8/06

80536 (02/07)

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

GROUND TESTING EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover **claims** arising out of the making of or failure to make surveys of the subsurface condition or ground testing.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

INSURANCE CONSULTANT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph T. is deleted in its entirety and replaced with the following:

- T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance for **your** own business activities.

Notwithstanding the foregoing, this policy shall cover any **claim** (i) that arises out of a **wrongful act** in the performance of or failure to perform **professional services** and (ii) that alleges or arises out of the failure to maintain insurance, suretyship or bond, including, but not limited to, **claims** arising out of failure to maintain because of **your** recommendations or advice concerning such insurance, suretyship or bonds, and (iii) that is otherwise covered under the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POLICY PERIOD AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Declarations, "**Policy period**," is deleted in its entirety and replaced with the following:

Item 2. **Policy period:** *From:* [INSERT DATE] *to:* [INSERT DATE]____
at 12:01 A.M. standard time at the address of the **insured** as stated above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

POLICY PERIOD AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Declarations, "Policy period," is ~~deleted in its entirety and replaced with the following:~~

Deleted: amended to read as

Deleted: s

Item 2. **Policy period:** *From:* [INSERT DATE] *to:* [INSERT DATE]
at 12:01 A.M. standard time at the address of the **insured** as stated above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

Deleted: 7

Deleted: 2

| 80566 (2/07)

RETROACTIVE DATE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 7 of the Declarations, Retroactive Date, and any date listed with respect thereto, is deleted in its entirety and replaced with the following:

Item 7. **Retroactive Date:**

Formatted: Font: Bold

Formatted: Centered

Deleted: "

Deleted: "

Deleted: amended to read as

Deleted: s

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

Deleted: 7

Deleted: /02

80576 (2/07)

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

WARRANTY OR GUARANTEE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph O. is deleted in its entirety and replaced with the following:

- O. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

Deleted: ENDORSEMENT # ¶
¶
This endorsement effective on
forms a part of ¶
policy number: . _____ ¶
issued to: ¶
By ¶

Formatted: Top: 175.5 pt

WARRANTY OR GUARANTEE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph O. is deleted in its entirety and replaced with the following:

O. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an insured; or your cost of providing, correcting or re-performing or completing any professional services; or any insured's fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
© American International Group, Inc. All rights reserved.

Deleted: we shall not cover claims arising out of the failure to meet any warranty or guarantee of performance relating to the quality of professional services to be provided by you. ¶
¶
¶

AUTHORIZED REPRESENTATIVE

Deleted: 8/06
Deleted: 7
Deleted: /02
Inserted: 8/06

80582 (02/07)

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PERSONAL INJURY COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph Q., "**wrongful act**," is amended to include the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services**, including without limitation, any of the foregoing that results in:

1. false arrest, detention or imprisonment;
2. libel, slander or defamation of character; or
3. wrongful entry or eviction, or invasion of any right of privacy.

2. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph S., relating to personal injury, is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement effective on _____ forms a part of
policy number: _____
issued to: _____

By _____

PERSONAL INJURY COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph Q., "wrongful act," is amended to include the following:

Q. Wrongful act means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in your performance of professional services, including without limitation, any of the foregoing that results in:

- 1. false arrest, detention or imprisonment;
- 2. libel, slander or defamation of character; or
- 3. wrongful entry or eviction, or invasion of any right of privacy.

2. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph S., relating to personal injury, is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
© American International Group, Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

Deleted: ¶

Inserted: ¶

Q. Wrongful act means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in your performance of professional services, including without limitation, any of the foregoing that results in:¶

¶ false arrest, detention or imprisonment; ¶ libel, slander or defamation of character; or ¶ wrongful entry or eviction, or invasion of any right of privacy.¶

Formatted: Bullets and Numbering

Deleted: Wrongful act also means, solely in the performance of your professional services, any actual or alleged:¶

<#> false arrest, detention or imprisonment or malicious prosecution;¶ <#> form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;¶ <#> form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; or¶ <#> wrongful entry or evictio...

... [1]

Deleted: ¶

¶

¶

Deleted: 8/0

Deleted: 2

Deleted: 6

Inserted: 6

80649 (02/07)

Wrongful act also means, solely in the performance of **your professional services**, any actual or alleged:

false arrest, detention or imprisonment or malicious prosecution;

form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;

form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; or

wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy.

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

TITLE AGENT/ABSTRACTORS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. DEFINITIONS, paragraph J is deleted in its entirety and replaced with the following:

J. **Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph T. is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as a title agent or title abstractor.

3. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

TB-A. arising out of any defect in title (1) not disclosed of public record, or (2) of which **you** had actual or constructive knowledge at the date of issuance of insurance of such title;

TB-B. alleging, arising out of, based upon or in connection with breach of underwriting authority by the **insured** in his or her capacity as a title insurance agent;

TB-C. alleging, arising out of, based upon or in connection with **your** performance of or failure to perform professional services as a lawyer; provided, however, this exclusion shall not apply to **claims** arising out of **wrongful acts** in the performance of legal services by **you** that are necessary to complete the performance of **your professional services** as a title abstractor, but only if **you** are a licensed attorney in good standing at the time and place that **you** perform such legal services;

- TB-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;
- TB-E. arising out of the handling or disbursement of funds, including, but not limited to, escrow activities, closing activities or insurance placement; or
- TB-F. arising out of or connected with the performance or failure to perform services for any company of which **you** are a director, officer, partner or principal stockholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement effective _____ on _____ forms a part of
policy number: _____
issued to: _____

By _____

TITLE AGENT/ABSTRACTORS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. DEFINITIONS, paragraph J is deleted in its entirety and replaced with the following:

J. **Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph T. is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as a title agent or title abstractor.

3. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

TB-A. arising out of any defect in title (1) not disclosed of public record, or (2) of which **you** had actual or constructive knowledge at the date of issuance of insurance of such title;

TB-B. alleging, arising out of, based upon or in connection with breach of underwriting authority by the **insured** in his or her capacity as a title insurance agent;

TB-C. alleging, arising out of, based upon or in connection with **your** performance of or failure to perform professional services as a lawyer; provided, however, this exclusion shall not apply to claims arising out of wrongful acts in the performance of legal services by you that are necessary to complete the performance of your professional services as a title abstractor, but only if you are a licensed attorney in good standing at the time and place that you perform such legal services;

Deleted:

Deleted: 10/02)

Deleted: 6

Inserted: 6)

TB-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;

TB-E. arising out of the handling or disbursement of funds, including, but not limited to, escrow activities, closing activities or insurance placement; or

TB-F. arising out of or connected with the performance or failure to perform services for any company of which **you** are a director, officer, partner or principal stockholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

Formatted: Centered

Formatted: Centered

AUTHORIZED REPRESENTATIVE

80945 (02/07)

2

Deleted: 10/02

Deleted: 2/06

Inserted: 2/06

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

TITLE AGENT/ABTRACTOR/ESCROW AGENT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph J. is deleted in its entirety and replaced with the following:

J. **Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph T. is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as a title agent or title abstractor.

3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

TA-A. arising out of any defect in title (1) not disclosed of public record, or (2) of which **you** had actual or constructive knowledge at the date of issuance of insurance of such title;

TA-B. alleging, arising out of, based upon or in connection with the breach of underwriting authority by **you** in **your** capacity as a title insurance agent;

TA-C. alleging, arising out of, based upon or in connection with **your** performance of, or failure to perform, professional services as a lawyer; provided, however, this exclusion shall not apply to any **claim** for **your wrongful act** in the rendering of legal services by **you** for others that are necessary to complete the performance of **your professional services** as a title abstractor, but only if **you** are a licensed attorney in good standing at the time and place that **you** perform such legal services;

TA-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;

- TA-E. arising out of the handling or disbursement of funds, including, but not limited to, closing activities or insurance placement; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as an escrow agent;
- TA-F. arising out of or alleging **your** payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
- TA-G. arising out of or alleging having made a payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;
- TA-H. arising out of or alleging faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
- TA-I. arising out of or alleging making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor;
- TA-J. arising out of any willful or intentional failure on the part of any **insured** to comply with escrow instructions;
- TA-K. arising out of or connected with the performance or failure to perform services for any company of which **you** are a director, officer, partner or principal stockholder; or
- TA-L. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement effective
policy number:
issued to:

forms a part of

By:

TITLE AGENT/ABTRACTOR/ESCROW AGENT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph J. is deleted in its entirety and replaced with the following:

J. **Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph T. is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as a title agent or title abstractor.

3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

TA-A. arising out of any defect in title (1) not disclosed of public record, or (2) of which **you** had actual or constructive knowledge at the date of issuance of insurance of such title;

TA-B. alleging, arising out of, based upon or in connection with the breach of underwriting authority by **you** in **your** capacity as a title insurance agent;

TA-C. alleging, arising out of, based upon or in connection with **your** performance of, or failure to perform, professional services as a lawyer; provided, however, this exclusion shall not apply to any claim for your wrongful act in the rendering of legal services by you for others that are necessary to complete the performance of your professional services as a title abstractor, but only if you are a licensed attorney in good standing at the time and place that you perform such legal services;

TA-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;

Formatted: Bullets and Numbering

Deleted: ¶

Deleted: 8/06

Inserted: 8/06

Deleted: 2

Deleted: /03

TA-E. arising out of the handling or disbursement of funds, including, but not limited to, closing activities or insurance placement; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as an escrow agent;

TA-F. arising out of or alleging **your** payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;

Deleted: Page Break
Formatted: Line spacing: single, Tabs: 36 pt, Left + 225 pt, Left

TA-G. arising out of or alleging having made a payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;

TA-H. arising out of or alleging faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;

TA-I. arising out of or alleging making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor;

TA-J. arising out of any willful or intentional failure on the part of any **insured** to comply with escrow instructions;

TA-K. arising out of or connected with the performance or failure to perform services for any company of which **you** are a director, officer, partner or principal stockholder; or

TA-L. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
© American International Group, Inc. All rights reserved.

Deleted: ¶

Deleted: ¶
AUTHORIZED REPRESENTATIVE
Formatted: Centered

Deleted: 2/03
Deleted: 8/06
Inserted: 8/06

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CREDIT BUREAU ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**" is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
3. false arrest, detention or imprisonment;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
or
5. violation of the Fair Credit Reporting Act (FCRA) or any similar statutory or common law of the United States of America or any state or jurisdiction therein.

2. Clause II. **DEFINITIONS** is amended to include the following paragraphs at the end of such Clause:

CB-A. **Credit bureau services** means dissemination of **consumer reports** or **credit information**.

CB-B. **Credit information** means any information bearing on a **consumer's** credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living including public record information.

CB-C. **Consumer** means any natural person or organization who is the subject of **credit information** or a credit search.

CB-D. **Consumer report** means a document in either print or electronic form containing **credit information**.

CB-E. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, **consumers** or other persons.

3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S., relating to personal injury, is deleted in its entirety.

4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

CB-A. alleging, arising out of, based upon, or in connection with:

1. any local, state or federal penal statute or ordinance;
2. any state or federal administrative action seeking enforcement of any regulation, statute or law;
3. any order or ruling of any court or administrative or regulatory agency including, but not limited to consent orders, stays or discharges in bankruptcy, judgment and injunctions; or
4. any federal or state law or regulation governing the extension of credit or lending activities; provided, however, this exclusion shall not apply to civil liability from any publication of credit information;

CB-B. alleging, arising out of, based upon or in connection with:

1. any access to or use of any data or computer systems for purposes other than permissible purposes stated in Section 604(a) of the Fair Credit Reporting Act; or
2. any unauthorized access or tampering by a non-**insured**, at the time of the unauthorized access or tampering, with any data or computer systems used by **you** or for **your** benefit;

CB-C. alleging, arising out of, based upon, or in connection with any violation of any **insured's privacy policy**;

CB-D. arising out of, based upon or in connection with the performance of prescreening services for credit grantors as described in the Code of Federal Regulations, 16 CFR Section 600-5; or

CB-E. arising out of or connected with the performance of or failure to perform services as an attorney or accountant.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ADVERTISING AGENTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Solely for purposes of the coverage provided under this Endorsement, Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is amended to include the following:

Wrongful act means any actual or alleged:

1. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 2. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
 3. plagiarism, piracy or misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information; or
 4. infringement of copyright, trade name, trademark, trade dress, service mark, title or slogan.
2. Solely for purposes of the coverage provided under this Endorsement, Clause II. **DEFINITIONS** is amended to include the following definitions at the end thereof:

AD-A. Advertising means publicity or promotion by **you** for others for a fee, including branding, co-branding, sponsorships and/or endorsements; provided, however, "**advertising**" does not include any publicity or promotion of (1) lotteries, (2) sweepstakes, (3) contests or (4) games of chance.

AD-B. Advertising services means any services rendered in connection with **advertising**, broadcasting, public relations, marketing activities, press releases, direct mail marketing and **advertising** on the Internet.

AD-C. Computer attack means any unauthorized access or unauthorized use of a **computer system**, the transmission of a **malicious code**, or a **denial of service attack**. "**Malicious code**" means an unauthorized corrupting or harmful piece of code, including, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs." "**Denial of service attack**" means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

AD-D. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked

together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets, or virtual private networks.

3. Solely for purposes of the coverage provided under this Endorsement, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraphs H. is deleted in its entirety and replaced with the following:

H. arising out of any misappropriation of trade secret or infringement of patent;

4. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S. is deleted in its entirety and replaced with the following:

S. arising out of:

1. false arrest, detention or imprisonment; or
2. wrongful entry or eviction, or invasion of any right of private occupancy;

5. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

AD-A. arising out of, based upon or in connection with the operation of a television or radio station, satellite or cable system, or the release of theatrical, radio, Internet or television programs;

AD-B. arising out of, based upon or in connection with any publication that is independent of and separate from **your advertising services**;

AD-C. arising out of, based upon or in connection with any services rendered in the design, development, construction, hosting or maintenance of an Internet site;
or

AD-D. arising out of, based upon or in connection with any **computer attack**.

6. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE** is amended to include the following paragraph at the end of that Clause:

AD-S. Clearance Procedures

As a condition precedent to coverage **you** shall have adopted and adhered to written Clearance Procedures that are reasonably designed to prevent and protect against the sort of **claims** for which coverage is provided under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**BUSINESS BROKER ENDORSEMENT
(WITH SUBLIMIT OF LIABILITY AND SEPARATE RETENTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 2. **DEFINITIONS**, paragraph J., "**pollutants**" is amended to add the following at the end thereof:

Pollutants shall also mean asbestos.

2. Clause 2. **DEFINITIONS**, paragraph K., "**professional services**", is amended by appending the following to the end of that paragraph:

Professional services also means **business broker services**.

3. Clause 2. **DEFINITIONS**, paragraph Q., "**wrongful act**", is amended by appending the following to the end of that paragraph:

Wrongful act means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **business broker services**, including without limitation any of the foregoing that results in a **personal injury peril**.

4. Solely with respect to any **claim** for **your wrongful act** in rendering or failing to render **business broker services**, Clause 3. **EXCLUSIONS**, paragraph S., is inapplicable.

5. Clause 2. **DEFINITIONS** is amended by appending the following to the end of that paragraph:

BB-A. **Business broker services** means the procurement and negotiation for others of the purchase or sale of a business, for compensation.

BB-B. **Personal injury peril** means any of the following:

1. false arrest, detention or imprisonment;
2. libel, slander or defamation of character; or
3. wrongful entry or eviction, or invasion of any right of privacy.

6. Clause 3. EXCLUSIONS is amended to add the following:

Solely with respect to the **business broker services** coverage provided by this endorsement, **we** shall not cover **claims**:

BB-A. arising out of or resulting, directly or indirectly, from the performance of or failure to perform services as an actuary;

BB-B. arising out of or resulting, directly or indirectly, from any failure of any business to perform as expected or desired;

BB-C. arising out of, or resulting, directly or indirectly, from the purchase of a business by, or the sale or appraisal of a business owned by:

(1) any **insured**;

(2) any entity in which any **insured** has or had a financial interest or a contemplated financial interest;

(3) any entity which has or had a financial interest or a contemplated financial interest in the **named insured** or any **subsidiary** thereof; or

(4) any entity which is or was under the same financial control as the **named insured**;

BB-D. arising out of any **insured** advising others by making promises, warranties or guarantees as to the future value of any business; or

BB-E. arising out of or connected with any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of a business.

7. **Our** total liability for all **loss** arising from any **claim** covered pursuant to this endorsement and made against an **insured** and reported to **us** during the **policy period** or any applicable Extended Reporting Period, alleging a **wrongful act**, or series of continuous, repeated or related **wrongful acts** shall not exceed \$**[INSESRT DOLLAR AMOUNT]** ("**Business Broker Sub-Limit of Liability**"). The **business broker sub-limit of liability** is part of, not in addition to, the Limit of Liability set forth in the Declarations as "aggregate."

8. Notwithstanding anything to the contrary, the Retention for any **claim** covered pursuant to this endorsement shall be \$**[INSERT AMOUNT]**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CONSULTANT COVERAGE EXTENSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The Definition of **professional services** is hereby amended to include **consulting services** for others for a fee, as defined in paragraph 2. of this endorsement.
2. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

CC-A. Computer attack means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system** whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CC-B. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

CC-C. Consulting product means any computer hardware, firmware, software, or any related electronic product, equipment or device, which is created, manufactured, developed, distributed, licensed, leased or sold by **you** for a fee.

CC-D. Consulting services means: (i) **your** analysis of others management, operational and marketing processes and interests, including, but not limited to, goals, objectives, policies, strategies and principal functional or operating areas; (ii) **your** identification of any issues arising out of such processes and interests; and (iii) **your** recommendation and implementation of resolutions to such issues. **Consulting services** includes the following services performed in connection with **your consulting services**:

1. systems analysis;
2. systems programming;
3. data processing;
4. system integration;
5. outsourcing development and design;

6. management, repair and maintenance of computer products, networks and systems; and
7. training in the use of any **consulting product**.

CC-E. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CC-F. Internet means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

CC-G. Malicious code means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CC-H. Privacy policy means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an **Internet** site, or other persons.

CC-I. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

CC-J. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

CC-K. Your computer system means a **computer system** under the ownership, operation or control of the **named insured** or its **subsidiaries**.

3. Clause III. **EXCLUSIONS** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

CC-A. arising out of or resulting, directly or indirectly, from an actual or threatened **computer attack** of **your computer system**; provided, however, that this exclusion shall not apply to any **claim** alleging a **computer attack** to others arising out of a **wrongful act** committed or allegedly committed in the performance of **your consulting services**;

CC-B. arising out of or resulting, directly or indirectly, from:

1. the exercise of any authority or discretionary control by an **insured** with respect to any client's funds or accounts;

2. an **insured** providing investment advice, or selecting an investment manager, investment advisory or custodial firm;
 3. an **insured** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest;
 4. any failure of any investment to perform as expected or desired; or
 5. any actual or alleged commingling, misappropriation or improper use of funds or monies;
- CC-C. arising out of or resulting, directly or indirectly, from the performance of or failure to perform legal, attestation, tax advice or actuarial services;
- CC-D. arising out of or resulting, directly or indirectly, from the performance of or failure to perform any service with respect to any merger or acquisition of any entity;
- CC-E. arising out of or resulting, directly or indirectly, from any warranty, representation or guarantee; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of unearned fees or royalties or other compensation paid to an **insured**; or any violation of any **insured's privacy policy**; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- CC-F. arising out of or resulting, directly or indirectly, from the transfer of funds, monies or securities to or from any natural person or entity; or
- CC-G. arising out of or resulting, directly or indirectly, from electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EXCLUSION F AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph F., is deleted in its entirety and replaced with the following:

F. arising out of any employment practices liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy; provided, however, **we will cover claim expenses** with respect to **claims** that allege a violation of the Federal Fair Housing Act, subject to a sublimit of liability for such **claim expenses** of \$**[INSERT DOLLAR AMOUNT FOR SUBLIMIT]**, which amount shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and shall in no way serve to increase the aggregate Limit of Liability available under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**REAL ESTATE AND PROPERTY MANAGERS ENDORSEMENT
(Exclusion E Ownership Pro Rata Liability)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph J., "**pollutants**," is deleted in its entirety and replaced with the following:

J. Pollutants means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
 2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 3. false arrest, detention or imprisonment; or
 4. wrongful entry or eviction, or other invasion of the right of private occupancy.
3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S., relating to personal injury, is deleted in its entirety.
 4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

RE-A. arising out of or connected with the performance of or failure to perform services as an attorney, insurance agent, insurance broker, mortgage banker, mortgage broker, escrow agent, property developer, builder or construction manager;

RE-B. arising out of or connected with the formulation, promotion, syndication, offer, sale or management of any limited partnership, general partnership, real estate investment trust or other security, including any interest therein;

- RE-C. arising out of any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;
- RE-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;
- RE-E. arising out of or connected with any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of real property; provided, however,
1. this exclusion does not apply to real property to which **you** have taken legal title solely for immediate resale and have entered into a written contract to sell not later than ninety (90) days after taking legal title; or
 2. this exclusion shall not apply to real property in which **your** beneficial ownership interest is less than **[INSERT PERCENTAGE NUMBER]** %, provided that **our** liability for any **loss** for any **claim** connected with such real property arising out of your rendering of or failure to render **professional services**, in excess of the retention, shall not exceed a percentage equal in proportion to the amount of ownership interest in such real property not owned by **you** and **you** shall be responsible for the remaining percentage of such **loss**; or
- RE-F. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**REAL ESTATE AND PROPERTY MANAGERS ENDORSEMENT
(OWNED PROPERTY EXCLUSION CARVEOUT - VARIABLE)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. **DEFINITIONS**, paragraph J., "**pollutants**," is deleted in its entirety and replaced with the following:

J. Pollutants means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
 2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 3. false arrest, detention or imprisonment; or
 4. wrongful entry or eviction, or other invasion of the right of private occupancy.
3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S., relating to personal injury, is deleted in its entirety.
 4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

RE-A. arising out of or connected with the performance of or failure to perform services as an attorney, insurance agent, insurance broker, mortgage banker, mortgage broker, escrow agent, property developer, builder or construction manager;

RE-B. arising out of or connected with the formulation, promotion, syndication, offer, sale or management of any limited partnership, general partnership, real estate investment trust or other security, including any interest therein;

- RE-C. arising out of any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;
- RE-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;
- RE-E. arising out of or connected with any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of real property; provided, however, this exclusion does not apply to:
1. real property to which **you** have taken legal title solely for immediate resale and have entered into a written contract to sell not later than ninety (90) days after taking legal title;
 2. to any **claim** arising out of real property which **you** have an ownership interest of **[INSERT PERCENTAGE NUMBER]**% or less; and
 3. to any **claim** arising out of real property which is owned by **you** if such ownership interest is greater than **[INSERT PERCENTAGE NUMBER]**% but is equal to or less than forty-nine percent (49%), provided that **our** liability for any **loss** for such **claim**, in excess of the retention, shall not exceed a percentage equal in proportion to the amount of ownership interest in such real property not owned by **you** and **you** shall be responsible for the remaining percentage of such **loss**; or
- RE-F. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EXCLUSION T AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph Q., "**Wrongful act**" is amended by appending the following to the end thereof:

Q. **Wrongful act** also means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services** that results:

1. in the failure to advise, require, or obtain any bond, suretyship or other form of insurance where:
 - a. **you** do not have physical control or custody of the assets (however, assets do not include money or funds) and
 - b. **you** have notified a bankruptcy court via written advice that insurance could not be placed due to inadequate cash or liquid assets of said trust.

2. Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph T., is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise require or obtain any bond, suretyship or other form of insurance; however, this exclusion shall not apply to any **claim** arising from any failure to advise require or obtain any bond, suretyship or other form of insurance for assets, (not including money or funds) where:

- a. **you** do not have physical control or custody of the assets (not including money or funds) and
- b. **you** have notified a bankruptcy court via written advice that insurance could not be placed due to inadequate cash or liquid assets of said trust

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

REAL ESTATE PROFESSIONAL SERVICES AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph K., "**Professional Services**" is amended by appending the following to the end thereof:

Professional Services also means **your** preparation and filing of motions, applications, liens, deeds and notices to obtain court orders solely to sell real or personal property.

2. In Clause II. DEFINITIONS, paragraph Q., "Wrongful act" is amended by appending the following to the end thereof:

Wrongful act also means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services** that results in the failure to prepare or file a motion, application, lien, deed, or notice to obtain a court order to sell real or personal property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TRUSTEE ENDORSEMENT
(AMEND DEFINITION OF WRONGFUL ACT)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph Q., "**Wrongful act**" is deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services** that results in one or more of the following:

1. failure to discharge fiduciary obligations;
2. incorrect, ambiguous, or late disbursement of funds;
3. failure to investigate acts, operations and conduct of a debtor;
4. failure to complete services in a timely manner;
5. failure to estimate costs correctly;
6. unintentional violations of statutes, ordinances or codes;
7. failure to pay creditors on a timely basis;
8. failure to establish and maintain administrative controls;
9. improper computation of fees;
10. wrongful termination of a bankruptcy proceeding.

2. In Clause II. DEFINITIONS, paragraph R., "**You, your or insured,**" is deleted in its entirety and replaced with the following:

R. **You, your or insured** means:

1. the **named insured**;
2. any past, present, or future employee of the **named insured**, but only while acting within the scope of their duties as such
3. any independent contractor, but only for **wrongful acts**, committed or allegedly committed, in the performance of **professional services** for, on behalf of, at the direction of or at the request of the **named insured**.
4. any entity whom the **named insured** is required by contract to add as an **insured** under this policy, but only for the **wrongful acts** of the **named insured**.

3. The inclusion hereunder of multiple **insureds** shall not operate to increase **our** Limits of Liability set forth in Item 3 of the Declarations.

4. Clause III. EXCLUSIONS – CLAIMS NOT COVERED, is amended by adding the following paragraph at the end of the Clause:

We shall not cover **claims** arising out of:

TR-A. any actual or alleged commingling of funds or monies;

TR-B. an **insured** providing investment advice;

TR-C. an **insured** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest;

TR-D. **your** performance of or failure to perform professional services as a lawyer or accountant; or

TR-E. any failure of any investment to perform as expected or desired.

5. Clause VI. OTHER PROVISIONS AFFECTING COVERAGE, paragraph J is deleted in its entirety and replaced with the following:

R. Marital and Estate Extension

If a **claim** against an **insured** includes a **claim** against: (i) the lawful spouse of such **insured**; or (ii) a property interest of such spouse, and such claim arises from any alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against the spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** against the estates, heirs or legal representatives of any deceased **insured**, and the legal representatives of any **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**POLICY PERIOD AMENDATORY ENDORSEMENT
(Return of Premium)**

In consideration of the return premium of \$[xxxxx], it is hereby agreed and understood that Item 2 of the Declarations, "**Policy period**," is deleted in its entirety and replaced with the following:

Item 2. **Policy period:** *From:* [xxxxx] *to:* [xxxxx]
at 12:01 A.M. standard time at the address of the **named insured** as stated above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ITEM 6 "PROFESSIONAL SERVICES" DEFINITION ENDORSEMENT DELETION

In consideration of the premium charged, it is hereby understood that:

1. Endorsement #[xxx], "ITEM 6 'PROFESSIONAL SERVICES' DEFINITION ENDORSEMENT" is deleted in its entirety.
2. Item 6 of the Declarations, "**Professional services**," is hereby deleted in its entirety and replaced with the following:

Item 6. **Professional services** means:
[Describe professional services]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**RETROACTIVE DATE AMENDATORY ENDORSEMENT
(Separate Retroactive Date for Identified Subsidiaries)**

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to the **subsidiary(ies)** set forth below, Item 7. of the Declarations, Retroactive Date, is deleted in its entirety and replaced with the following:

Item 7. **Retroactive date:**

Subsidiary	Retroactive Date
[INSERT LEGAL NAME OF ENTITY]	[INSERT DATE]

Notwithstanding any provision of the policy to the contrary, this policy does not cover any **claim** against any **subsidiary(ies)** listed above that arises out of any **wrongful act** committed or allegedly committed prior to the respective **subsidiary's retroactive date**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PRODUCER AMENDATORY ENDORSEMENT

In consideration of the premium of charged, it is hereby understood and agreed that in the Declarations, the "Producer", "Producer License #" and "Address" sections are deleted in their entirety and replaced with the following:

PRODUCER: **[INSERT NAME OF PRODUCER]**

Producer
License #: **[INSERT PRODUCER NUMBER]**

ADDRESS: **[INSERT ADDRESS OF PRODUCER]**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PUNITIVE DAMAGES COVERAGE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph D., "**damages**," is deleted in its entirety and replaced with the following:

- D. Damages** means any amount that **you** shall be legally required to pay because of judgments, arbitration awards or the like rendered against **you**, or for settlements negotiated by **us** with **your** written consent; provided that **damages** shall not include any amounts for which **you** are not financially liable or for which there is no legal recourse against **you**, the costs and expenses of complying with any injunctive or other form of equitable relief, or matters that may be deemed uninsurable under the law. **Damages** shall include:
1. punitive, exemplary and multiple damages where insurable by applicable law; the enforceability of such coverage for punitive damages shall be governed by such applicable law which most favors coverage for punitive damages;
 2. pre-judgment interest; and
 3. post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of judgment within the applicable Limit of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

FIRST INCEPTION DATE DEFINITION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause II. DEFINITIONS, paragraph E., is deleted in its entirety and replaced with the following:

E. First Inception Date means [**INSERT DATE**].

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

RECALL EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, the terms "**claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover any costs or expenses incurred by any person or entity: (i) to withdraw or recall products (including products of others which incorporate **your** products) or **professional services** from the marketplace; (ii) from loss of use arising out of such withdrawal or recall; or (iii) to recover, reship, correct, reprocess, restore, repair, replace or reproduce any product (including products of others which incorporate **your** products) or **professional services** arising out of or associated with such withdrawal or recall.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY DEFINITION AMENDATORY ENDORSEMENT
(LIMITED LIABILITY COMPANIES)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

(1) Clause II. **DEFINITIONS**, paragraph N. "**subsidiary**" is deleted in its entirety and replaced with the following:

N. Subsidiary shall mean:

1. any corporation of which the **named insured** owns on the inception date of the **policy period** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**;
2. any limited liability company of which the **named insured** owns on the inception date of the **policy period** more than a fifty percent (50%) membership interest, either directly or indirectly through a **subsidiary**;
3. any corporation or limited liability company which becomes a **subsidiary** during the **policy period** provided that such corporation or limited liability company does not represent more than a ten percent (10%) increase in the total assets and/or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation or limited liability company represents an increase in the total assets and/or gross revenue of the **named insured** of more than ten percent (10%), such corporation or limited liability company shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**.

A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

A limited liability company becomes a **subsidiary** when the **named insured** owns more than a fifty percent (50%) membership interest in such limited liability company, either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than a fifty percent (50%) membership interest in such limited liability company.

With respect to corporations, this policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

With respect to limited liability companies, this policy does not cover any **claim** against a **subsidiary** or any partner, director, officer, member, manager or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than a fifty percent (50%) membership interest of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

- (2) Clause II. **DEFINITIONS**, paragraph R., “**you, your or insured**”, sub-paragraph 3. is hereby deleted and replaced with the following:
3. any past, present or future officer, director, trustee or employee of the **named insured** or **subsidiary** thereof (and in the event the **named insured** or is a partnership or limited liability partnership or limited liability company, then any general or managing partner, or principal thereof, and in the event a **subsidiary** is a limited liability company, then any managing member thereof), but only while acting within the scope of their duties as such; and

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY DEFINITION AMENDATORY ENDORSEMENT
(JOINT VENTURE – WITH RESPECT TO INTEREST IN JOINT VENTURE)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph N. “**subsidiary**” is deleted in its entirety and replaced with the following:

N. Subsidiary shall mean (i) any corporation of which the **named insured** owns on the inception date of the **policy period** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**; and (ii) any joint venture in which the **named insured** has an interest on or before the **policy period**, but solely with respect to the **named insured’s** interest in such joint venture.

Subsidiary shall also mean:

- (a) any corporation which becomes a **subsidiary** during the **policy period** provided that such corporation does not represent more than a ten percent (10%) increase in the total assets and/or gross revenue of the **named insured** as of the date of the acquisition;
- (b) any corporation that the **named insured** acquires during the **policy period** which represents an increase in the total assets and/or gross revenue of the **named insured** of more than ten percent (10%), such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information; also, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**;
- (c) any joint venture which is formed by the **named insured** during the **policy period** which does not represent more than a ten percent (10%) increase in the total assets and/or gross revenue of the **named insured**, but solely with respect to the **named insured’s** interest in the joint venture; and
- (d) any joint venture which is formed by the **named insured** during the **policy period** which represents an increase in the total assets and/or gross revenue of the **named insured** of more than ten percent (10%) shall be deemed a **subsidiary** under the policy but solely with respect to the **named insured’s** interest in the joint venture, and only upon the condition that within ninety (90) days of the formation of the joint venture, the **named insured** shall have provided **us** with full particulars of the new joint venture and agreed to any additional premium and/or amendment of the provisions of this policy as required by **us**; also, coverage as shall be afforded to the new joint venture is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new joint venture.

A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

A joint venture becomes a **subsidiary** when the **named insured** owns a partnership interest either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own a partnership interest.

This policy does not cover any **claim** against a **subsidiary**, corporation, joint venture, or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own either directly or indirectly through one or more of its **subsidiaries**:

- (a) with respect to a corporation, more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**; or
- (b) with respect to a joint venture, a partnership interest in such **subsidiary**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**LISTED SUBSIDIARIES ENDORSEMENT
(Management Control)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. **DEFINITIONS**, paragraph N., "**subsidiary**," shall also mean the entity(ies) listed in the table as such. For each such entity, the terms "**first inception date**" and "**retroactive date**" shall mean the dates set forth as such in the table below and not the dates set forth as such in the Declarations.

Subsidiaries	First Inception Date	Retroactive Date
[INSERT LEGAL NAME OF ENTITY]	[INSERT DATE]	[INSERT DATE]

2. Clause II. **DEFINITIONS** is amended to include the following definition at the end of that Clause:

LS-A. Management control means:

1. owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or
 2. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an **insured**, to elect, appoint or designate a majority of: the Board of Directors of a corporation, the management committee of a joint venture or partnership or the management board of a limited liability company.
3. In all events, coverage as is afforded under this policy with respect to a **claim** made against any **subsidiary** listed above shall only apply for **wrongful acts** committed or allegedly committed after the effective time the **named insured** obtained **management control** of such **subsidiary**, and prior to the effective time that the **named insured** no longer has **management control** over such **subsidiary**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

LISTED SUBSIDIARIES ENDORSEMENT
(Separate First Inception Date, Retroactive Date and Subsidiary Sublimit)

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

- (1) Clause II. **DEFINITIONS**, paragraph N., “**subsidiary**,” shall also mean the entity(ies) listed in the table as such. For each such entity, the terms “**first inception date**” and “**retroactive date**” shall mean the dates set forth as such in the table below and not the dates set forth as such in the Declarations.

Subsidiaries	First Inception Date	Retroactive Date	Subsidiary Sublimit
[INSERT LEGAL NAME OF ENTITY]	[INSERT DATE]	[INSERT DATE]	\$ [INSERT AMOUNT]

Notwithstanding the foregoing, it is understood and agreed that this policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

- (2) Any coverage that may be afforded under this policy with respect to each **subsidiary** scheduled in paragraph 1. of this endorsement shall be subject to the applicable **Subsidiary Sublimit** set forth in the table above; accordingly, with respect to each such **subsidiary**, the most **we** shall pay for **loss** arising from any and all covered **claims** made against such **subsidiary**, in the aggregate, shall be the applicable **Subsidiary Sublimit**, which amount shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3. of the Declarations and shall in no way serve to increase such aggregate Limit of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

LISTED SUBSIDIARIES ENDORSEMENT
(Separate First Inception Date and Retroactive Date)

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph N., "**subsidiary**," shall also mean the entity(ies) listed in the table as such. For each such entity, the terms "**first inception date**" and "**retroactive date**" shall mean the dates set forth as such in the table below and not the dates set forth as such in the Declarations.

Subsidiaries	First Inception Date	Retroactive Date
[INSERT LEGAL NAME OF ENTITY]	[INSERT DATE]	[INSERT DATE]

Notwithstanding the foregoing, it is understood and agreed that this policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

LISTED SUBSIDIARIES ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph N., "**subsidiary**," shall also mean the entity(ies) listed in the table as such.

Subsidiaries
[INSERT LEGAL NAME OF ENTITY]

Notwithstanding the foregoing, it is understood and agreed that this policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY DEFINITION AMENDATORY ENDORSEMENT
(Percentage Threshold)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph N. "**subsidiary**" is deleted in its entirety and replaced with the following:

- N. Subsidiary** shall mean any corporation of which the **named insured** owns on the inception date of the **policy period** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**.

Subsidiary shall also mean any corporation which becomes a **subsidiary** during the **policy period** provided that such corporation does not represent more than a [##] % increase in the total assets and/or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation represents an increase in the total assets and/or gross revenue of the **named insured** of more than [##] %, such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, you shall have provided us with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by us relating to such new **subsidiary**, subject to the review and acceptance by us of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by us relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

This policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY DEFINITION AMENDATORY ENDORSEMENT
(Monetary Threshold)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph N. "**subsidiary**" is deleted in its entirety and replaced with the following:

- N. Subsidiary** shall mean any corporation of which the **named insured** owns on the inception date of the **policy period** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**.

Subsidiary shall also mean any corporation which becomes a **subsidiary** during the **policy period** provided that the total assets or gross annual revenue of such corporation do not equal or exceed **\$XXXXXXXX** as of the date of acquisition. When the **named insured** acquires during the **policy period** a corporation with total assets or gross annual revenue that equal or exceed **\$XXXXXXXX**, such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**. A **subsidiary** ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**.

This policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employees thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**WRONGFUL ACT DEFINITION AMENDATORY ENDORSEMENT
(ADD BREACH OF DUTY)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is deleted in its entirety and replaced with the following:

- Q.** **Wrongful act** means any actual or alleged breach of duty, negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

WRONGFUL ACT DEFINITION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is deleted in its entirety and replaced with the following:

- Q. Wrongful act** means any actual or alleged act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**ADDITIONAL INSURED ENDORSEMENT
(Separate First Inception Date and Retroactive Date)**

In consideration of the premium charged, it is hereby understood and agreed that Clause II. DEFINITIONS, paragraph R., "you, your or insured," is amended by appending the following to the end of that paragraph:

5. any entity listed below with the listed **first inception date** and **retroactive date**:

Insured	First Inception Date	Retroactive Date
[Insert full legal name of additional insured]	[INSERT DATE]	[INSERT DATE]
[Insert full legal name of additional insured]	[INSERT DATE]	[INSERT DATE]

Notwithstanding the definition of "first inception date" or "retroactive date" set forth in the policy or Declarations, the **first inception date** and **retroactive date** referenced for each of the respective entities listed above shall be the respective date set forth under the **First Inception Date** and **Retroactive Date** columns above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ACCREDITATION EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover **claims** arising out of any **insured** entity's educational accreditation(s), including, without limitation, **claims** arising out of any **insured** entity's attainment, preservation or continuation of any of its educational accreditations or any representations made as to such accreditations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

BENEFIT PLAN EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS– CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

- BP-A. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged refusal, intentional refusal or intentional failure to pay or intentional delay in paying all or part of benefits due or alleged to have been due under any insurance contract or from any benefit plan; or
- BP-B. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any insurance contract or from any benefit plan.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

INTERNET AND COMPUTER ATTACK EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

IC-A. Computer attack means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on **your computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

IC-B. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

IC-C. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

IC-D. Internet means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

IC-E. Malicious code means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

IC-F. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

IC-G. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

IC-A. arising out of or resulting from, directly or indirectly, the **Internet**, including, but not limited to, any **claim** arising out of, based upon, or in connection with **your** performance of or failure to perform any service related in any way to the **Internet**; or

IC-B. alleging, arising out of or resulting, directly or indirectly, from an actual or threatened **computer attack**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**INTERNET AND COMPUTER ATTACK EXCLUSION ENDORSEMENT
(Your Computer System)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

IC-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on a **computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

IC-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.

IC-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

IC-E. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

IC-F. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

IC-G. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

IC-H. **Your computer system** means a computer system under the ownership, operation or control of the **named insured** or any **subsidiary**.

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

IC-A. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

DIRECTORS AND OFFICERS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

DO-A. alleging, arising out of or resulting, directly or indirectly, from any **wrongful act** by any **insured** in his or her capacity as a director or officer of any entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

INSURANCE SERVICES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by appending the following paragraph at the end of that Clause:

We shall not cover claims:

- IS-A. alleging, arising out of or resulting, directly or indirectly, from any breach of duty, obligation or responsibility assumed by any **insured** as an insurer, self-insurer or reinsurer;
- IS-B. alleging, arising out of or resulting, directly or indirectly, from any insolvency, receivership, bankruptcy, liquidation, financial impairment or financial inability to pay of the **insured** or any insurer, self-insurer, trust, insurance plan or other vehicle or instrumentality which provides coverage or benefits; or
- IS-C. alleging, arising out of or resulting, directly or indirectly, from any breach of underwriting authority by the **insured**, the **insured's** management of any insurance company's underwriting office, underwriting department or separate underwriting division, whether in the capacity as a managing general agent, manager or similar capacity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ABSOLUTE INTERNET EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

1. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following exclusion at the end thereof:

We shall not cover claims:

- IE-A. alleging, arising out of or resulting, directly or indirectly, from the **Internet**, including, but not limited to, any **claim** arising out of, based upon, or in connection with **your** performance of or failure to perform any service related in any way to the **Internet**.
2. For the purpose of this endorsement, the term **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
© American International Group, Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

LOAN LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover **claims** alleging, arising out of or resulting, directly or indirectly, from liability in connection with any loan, including, but not limited to, any unpaid balance or outstanding principal amount on any loan or any failure to set appropriate loss reserves or provisions with respect to any loan losses.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

MANAGED CARE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of that Clause:

MC-A. Credentialing means the verification of a health care provider's credentials.

MC-B. Peer review means the assessment of the quality of services rendered by any person or organization acting as a health care provider.

MC-C. Utilization review means the review of the necessity, appropriateness, cost, type or utilization of health care services and **credentialing** of health care service providers.

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by appending the following paragraph at the end of that Clause:

We shall not cover **claims** alleging, arising out of or resulting, directly or indirectly, from:

1. **credentialing**;
2. **peer review**;
3. **utilization review**;
4. evaluation of medical treatments;
5. determination of the necessity of any medical treatments;
6. review, consultation or recommendation of any treatment options; or
7. review, consultation or recommendation of any care settings.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

MERGERS AND ACQUISITIONS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

MA-A. alleging, arising out of or resulting, directly or indirectly, from any merger or acquisition of any entity, including without limitation, any advice, or services rendered or not rendered, by any **insured** relating to any merger or acquisition.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

MANAGEMENT CONSULTING EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

MC-A. alleging, arising out of or resulting, directly or indirectly, from **your** provision of management consulting services, including, but not limited to, the analysis of management and operational problems associated with goals, objectives, policies, strategies, administrations, organizations or principal functional or operating areas of various entities, the recommendation of practical solutions to such problems, and services rendered by **you** in connection with any merger or acquisition of any entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

FUNGUS AND MOLD EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following amendments to the policy shall apply:

1. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

FM-A. Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including **molds**, rusts, mildews, smuts and mushrooms.

FM-B. Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce **molds**.

FM-C. Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i)**, **mold(s)**, mildew, plants, organisms or microorganisms.

2. Clause III. **EXCLUSIONS - CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

FM-A. alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:

1. **fungus(i)**, **mold(s)**, mildew, yeast or other conditions affecting indoor air quality;
2. **spore(s)** or toxins created or produced by or emanating from such **fungus(i)**, **mold(s)**, mildew, yeast or other conditions affecting indoor air quality;
3. substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus(i)**, **mold(s)**, mildew, yeast or other conditions affecting indoor air quality; or
4. material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i)**, **mold(s)**, mildew, yeast, **spore(s)** or toxins emanating therefrom, or other conditions affecting indoor air quality;

regardless of any other cause, event, material, product or building component that contributed concurrently or in any sequence to such **claim**; provided, however, this exclusion shall not apply any otherwise covered **claims** for **your wrongful act** in rendering or failing to render **professional services**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PRIVACY POLICY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. For purposes of this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definition at the end of that Clause:

PP-A. **"Privacy policy"** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an Internet site, or other persons

2. Clause III. **EXCLUSIONS– CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of that Clause:

PP-A. **We** shall not cover **claims** alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

ROYALTIES AND FEES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **we** shall not cover **claims** brought by or on behalf of any person seeking an accounting or recovery of profits, licensing fees, royalties, fees or other amounts alleged to be due or owed, or alleging excessive or unwarranted fees or compensation or other similar charges.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

SPECIFIC PERSONS/ENTITIES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed **we** shall not cover **claims** brought by or on behalf of any of the following individuals or entities:

[INSERT LEGAL NAME OF INDIVIDUAL OR ENTITY]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC ENTITY EXCLUSION ENDORSEMENT
(ACTS, ERRORS OR OMISSIONS OF SPECIFIC ENTITY)**

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any provision in the policy to the contrary, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

SE-A. alleging, arising out of or resulting, directly or indirectly, from any **wrongful act** of any the following entity(ies), or any agent, director, officer, partner, independent contractor or employee thereof:

[INSERT LEGAL NAME OF ENTITY]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that, **we** shall not be liable to make any payment for **loss** alleging, arising out of or resulting, directly or indirectly, from:

- (a) any **claim**, notice, event, damage, investigations or actions referred to in item 1. below (the "**event**");
- (b) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) the **event** or (b) any **claim** arising from, in connection with or relating to the **event**; or
- (c) any **wrongful act**, underlying facts, circumstances, acts, errors or omissions in any way relating to the **event**.

1. **Event:**

[DESCRIBE EVENT IN AS MUCH DETAIL AS POSSIBLE, INCLUDING IDENTIFYING FACTS – SEEK LEGAL ASSISTANCE]

- 2. It is further understood and agreed that **we** shall not be liable for any **loss** in connection with any **claim** alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an **interrelated wrongful act** (as that term is defined below), regardless of whether or not such **claim** involved the same or different **insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.
- 3. For the purposes of this endorsement an "**interrelated wrongful act**" means: (i) any fact, circumstance, act, error or omission alleged in or described as the **event** and/or (ii) any **wrongful act** or **damage** which is the same as, similar or related to or a repetition of any **wrongful act** or **damage** alleged in or described in the **event**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

TAX ADVICE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover claims:

TA-A. alleging, arising out of or resulting, directly or indirectly, from any tax advice provided, or tax services rendered or failed to be rendered, by **you**, including without limitation, any of the foregoing related to any failure to comply with any tax law or regulation of the United States of America or any state or jurisdiction therein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

UTILIZATION REVIEW EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS– CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of that Clause:

We shall not cover claims:

UR-A. alleging, arising out of or resulting, directly or indirectly, from any evaluation of any **medical** treatments;

UR-B. alleging, arising out of or resulting, directly or indirectly, from any determination of necessity of any **medical** treatments;

UR-C. alleging, arising out of or resulting, directly or indirectly, from any review, consultation or recommendation of any treatment options; or

UR-D. alleging, arising out of or resulting, directly or indirectly, from any review, consultation or recommendation of any care setting.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**FRAUD EXCLUSION AMENDATORY ENDORSEMENT
(DELETE *NOLO CONTENDRE* LANGUAGE)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph A. is deleted in its entirety and replaced with the following:

- A. arising out of a dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which **you** are not legally entitled; provided, however, **we** will defend **suits** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against **you** as to such conduct at which time **you** shall reimburse **us** for **claim expenses**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**SECURITIES EXCLUSION AMENDATORY ENDORSEMENT
(PROFESSIONAL SERVICES CARVEOUT)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, subparagraph D.1., is deleted in its entirety and replaced with the following:

1. any purchase, sale, or offer or solicitation of an offer to purchase or sell securities; provided, however, this exclusion shall not apply to any otherwise covered **claim** for **your wrongful act(s)** in the rendering or failing to render **professional services**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

DISCRIMINATION EXCLUSION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph F. is deleted in its entirety and replaced with the following:

- F. arising out of any employment practices liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy; provided, however, **we** will defend **suits** alleging such discrimination that arises out of **your wrongful act(s)** in rendering or failure to render **professional services** until there is a judgment, final adjudication or finding of fact against **you** or adverse admission by **you** as to such conduct at which time **you** shall reimburse **us** for **claim expenses**; **we** shall not cover any **claim** if **you** plead *nolo contendere* or no contest to a criminal proceeding against **you** arising out of the same, or essentially the same, material facts as such **claim**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NOTICE TO PRIOR POLICY EXCLUSION DELETION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph G. is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**INTELLECTUAL PROPERTY EXCLUSION AMENDATORY ENDORSEMENT
(PROFESSIONAL SERVICES SOFTWARE COPYRIGHT/TRADEMARK CARVEOUT)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph H. is deleted in its entirety and replaced with the following:

- H. arising out of any misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right; provided, however, this exclusion shall not apply to any otherwise covered **claim** for infringement of copyright or trademark with respect to software and software technology committed by **you** in **your** rendering or failing to render **professional services**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**INTELLECTUAL PROPERTY EXCLUSION AMENDATORY ENDORSEMENT
(PROFESSIONAL SERVICES COPYRIGHT CARVEOUT)**

In consideration of the premium charged it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph H. is deleted in its entirety and replaced with the following:

H. arising out of any misappropriation of trade secret or infringement of patent, trademark, trade dress or any other intellectual property right; provided, however, this exclusion shall not apply to any otherwise covered **claim** for infringement of copyright committed or allegedly committed by **you** in **your** rendering or failing to render **professional services**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**INSURED V. INSURED EXCLUSION AMENDATORY ENDORSEMENT
(OWNERSHIP THRESHOLD CARVEOUT)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph L. is deleted in its entirety and replaced with the following:

- L. against **you** that is brought by or on behalf of:
1. any **insured** except as described in Section II. **DEFINITIONS**, paragraph R. “**you, your or insured**” sub-paragraph 4.;
 2. any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by **you**;
 3. any parent company, **subsidiary**, successor or assignee of **yours**, or any person or entity affiliated with **you** or such business entity through common majority ownership or control; or
 4. any independent contractor supplying material or services to **you**, but, as regards such independent contractor, only with respect to **claims** involving disputes over the ownership or exercise of rights in material or services supplied;

provided, however:

- (i) this exclusion shall not apply to any **claim** brought by a corporation if the sole criteria for applying this exclusion would be the presence of an employee, officer or director of an **insured** on the claimant corporation’s Board of Directors and provided such **claim** is instigated and continued totally independent of, without the solicitation of, assistance of, active participation of or intervention of any employee, director or officer of an **insured**;
- (ii) subparagraph L.2. of this exclusion shall not apply to any **claim** brought or maintained by an entity in which **you** have an ownership interest of **[INSERT PERCENTAGE]** % or less; and
- (iii) subparagraph L.2. of this exclusion shall not apply to any **claim** brought or maintained by an entity which is owned by **you** if such ownership interest is greater than **[INSERT SAME PERCENTAGE FROM ABOVE]** % but is equal to or less than forty-nine percent (49%), provided that **our** liability for any **loss** for such **claim**, in excess of the retention, shall not exceed a percentage equal in proportion to the amount of ownership interest in such entity not owned by **you** and **you** shall be responsible for the remaining percentage of such **loss**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

INSURED V. INSURED EXCLUSION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph L. is deleted in its entirety and replaced with the following:

L. against **you** that is brought by or on behalf of:

1. any **insured** except as described in clause 4. of the definition of "**you, your or insured**" in Section II. **DEFINITIONS**;
2. any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by **you**;
3. any parent company, **subsidiary**, successor or assignee of **yours**, or any person or entity affiliated with **you** or such business entity through common majority ownership or control; or
4. any independent contractor supplying material or services to **you**, but, as regards such independent contractor, only with respect to **claims** involving disputes over the ownership or exercise of rights in material or services supplied;

provided, however, subparagraph L.2. of this exclusion shall not apply to any **claim** brought by any entity in which **you** have an ownership/equity interest in, but only if such **claim** is instigated and continued totally independent of, without the solicitation of, assistance of, active participation of or intervention of **you** or **your immediate family**; provided further that **our** liability for any **loss** for such **claim**, in excess of the retention, shall not exceed a percentage equal in proportion to the amount of ownership interest in such entity not owned by **you** or **your immediate family**, and **you** shall be responsible for the remaining percentage of such **loss**;

2. For purposes of this endorsement, **your immediate family** shall mean any natural person **insured's**: (1) spouse; (2) ex-spouse; (3) sibling(s); (4) children; or (5) parent(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

KNOWN PRIOR WRONGFUL ACTS EXCLUSION DELETED ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph M., relating to known prior **wrongful acts**, is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

FEE DISPUTE EXCLUSION AMENDATORY ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph O. is deleted in its entirety and replaced with the following:

O. arising out of disputes involving:

1. **your** fees or charges, including over-charges, or cost over-runs;
2. collecting **your** fees from third parties;
3. the return of fees or other compensation paid to **you**; or
4. **your** cost of correcting or re-performing of completing any **professional services**;

provided, however, this exclusion shall not apply when such fees are being used as a measure of **damages** in a settlement;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

KNOWN WRONGFUL ACT EXCLUSION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph P. is deleted in its entirety and replaced with the following:

- P. arising out of any **wrongful act** committed with the knowledge that it was a **wrongful act**; provided, however, **we** will defend **suits** alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against **you** as to such knowledge at which time **you** shall reimburse **us** for **claim expenses**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**LIMIT OF LIABILITY AMENDATORY ENDORSEMENT
(SPECIFIED INSURED SUBLIMIT)**

In consideration of the premium charged, it is hereby understood and agreed that **our** total liability for all **loss** arising from any and all **claims** made against [**INSERT LEGAL NAME OF ENTITY**] and reported to **us** during the **policy period** or any applicable Extended Reporting Period, alleging any **wrongful act** or series of continuous, repeated or related **wrongful acts** shall not exceed \$ [**INSERT DOLLAR AMOUNT OF SUBLIMIT**] (“Sublimit of Liability”). Such Sublimit of Liability shall be subject to, part of, and not in addition to, the Limits of Liability set forth in Item 3. of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NON-STACKING OF LIMITS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause IV. LIMITS OF LIABILITY, paragraph E., Multiple Professional Liability Policies is hereby deleted in its entirety and replaced with the following:

E. Multiple Liability Policies

1. In addition to this policy, a member company of American International Group, Inc. (AIG) has issued to **you** a **[INSERT NAME OF POLICY]**, policy number **[INSERT POLICY NUMBER]** (such policy and any successor or replacement thereof shall be referred to as "**Additional Policy**"). In addition to the **Additional Policy**, more policies may be issued by **us** or other member companies of AIG to **you**. This policy, the **Additional Policy** and any other policy issued to **you** by AIG may provide coverage for:
 - a. **claims** arising from the same **wrongful act** or series of continuous, repeated, or related **wrongful acts**; or
 - b. **claims** for which persons or organizations covered in those policies are jointly and severally liable.
2. In such case, **we** shall not be liable under this policy for an amount greater than the proportion of the **loss** that this policy's applicable limit of liability bears to the total applicable limit of liability under all such policies, including without limitation, the applicable limit of liability for the **Additional Policy**.
3. In addition, the total amount payable under all such policies combined shall not be greater than the highest applicable limit of liability among all such policies, including without limitation, the applicable limit of liability for the **Additional Policy**.
4. Nothing in this endorsement shall be construed to increase **our** limit of liability under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

AGGREGATE RETENTION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 4 of the Declarations, Retention, is deleted in its entirety and replaced with the following:

Item 4.	Retention:		
	4(a)	Each wrongful act :	\$ [INSERT AMOUNT]
	4(b)	Aggregate Retention:	\$ [INSERT AMOUNT]

2. Clause V. **RETENTION** is deleted in its entirety and replaced with the following:

V. RETENTION

You shall be responsible for the retention amounts set forth in Item 4 of the Declarations. The retention set forth in Item 4(a) applies to each **wrongful act**, and **you** may not insure it. All **claims** arising from a **wrongful act** or series of continuous, repeated, or related **wrongful acts** shall be subject to one retention.

The Aggregate Retention amount set forth in Item 4(b) of the Declarations shall apply to all such covered **claims** first made and reported under this policy. Once the entire Aggregate Retention amount has been satisfied by the **insureds**, with respect to any subsequent otherwise covered **claims** made and reported during the remaining **policy period**, the **insureds** are not liable for the Retention amount as set forth in Item 4(a).

In **our** sole discretion, **we** may pay all or part of the retention to settle a **claim**, in which case **you** agree to repay **us** promptly after **we** notify **you** of the settlement.

If **you** shall, at **our** written request, submit a **claim** to alternative dispute resolution in accordance with the rules of the American Arbitration Association or the Defense Research Institute, and such **claim** is settled through this process, the retention obligation with respect to such **claim** shall be deemed to be fifty percent (50%) of the retention stated in Item 4(a) of the Declarations; provided, however, that any 50% reduction shall not apply to the Aggregate Retention and the Aggregate Retention shall be reduced only by retention amounts actually paid by **you**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CLASS ACTION CLAIM RETENTION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 4. of the Declarations, "Retention," is amended to read as follows:

Item 4. Retention:

a) \$[INSERT AMOUNT] each **wrongful act** resulting in a **claim** other than a **class action claim**.

b) \$[INSERT AMOUNT] each **wrongful act** resulting in a **class action claim**.

2. For the purpose of this endorsement, Clause II. **DEFINITIONS** is amended to include the following definition at the end of that Clause:

CA-A. Class action claim means any **claim**:

1. brought on behalf of a class or putative class of plaintiffs (whether or not certified as such);
2. otherwise brought on a representative basis; or
3. alleging or arising from the same **wrongful act** or a series of continuous, repeated or related **wrongful acts** as any **claim** described in the preceding subparagraphs 1. or 2.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CLASS ACTION CLAIMS CO-INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to a **class action claim**, **you** shall, excess of the applicable Retention amount, bear uninsured at **your** own risk and pay the Coinsurance percentage proportion of **loss**. The Coinsurance percentage to be applied shall be the percentage set forth as such below. **Our** liability hereunder with respect to **loss** of an **insured** shall only apply to the remaining percentage of such **loss**. **We** shall have no obligation to pay to the extent that **you** do not pay the applicable Coinsurance percentage. Payments of Coinsurance by **you** shall not be subject to and do not reduce any Limits of Liability under this policy.

Coinsurance: **[INSERT AMOUNT]**% of **loss** (applicable solely to **class action claims**)

For purposes of this endorsement, "**class action claim**" means any **claim**:

1. brought on behalf of a class or putative class of plaintiffs (whether or not certified as such);
2. otherwise brought on a representative basis; or
3. alleging or arising from the same **wrongful act** or a series of continuous, repeated or related **wrongful acts** as any **claim** described in the preceding subparagraph 1. or 2.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CO-INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that all covered **loss**, **you** shall, excess of the applicable retention, bear uninsured at **your** own risk and pay the Coinsurance percentage proportion of such **loss**. The Coinsurance percentage to be applied shall be the percentage set forth as such below. **Our** liability hereunder with respect to **loss** of an **insured** shall only apply to the remaining percentage of such **loss**. **We** shall have no obligation to pay to the extent that **you** do not pay the applicable Coinsurance percentage. In **our** sole and absolute discretion, **we** may advance all or part of the applicable Coinsurance, in which case **you** agree to repay **us** immediately after **we** notify **you** of that payment. Payments of Coinsurance shall not be subject to and do not reduce any limits of liability under this policy.

Coinsurance: [INSERT PERCENTAGE]% of loss

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CLAIM REPORTING AMENDATORY ENDORSEMENT
(QUARTERLY BORDEREAU)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., “**What You Must Do in the Event of a Claim**” is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

1. Before coverage will apply, **you** shall, as a condition precedent to **our** obligations under this policy, give **us** written notice, with full particulars, as soon as practicable during the **policy period** or Extended Reporting Period, of any **claim** against **you** for which total **damages** and **claims expenses** incurred in connection with any such **claim** equal or exceed or are reasonably estimated to equal or exceed fifty percent (50%) of the retention amount set forth in Item 4 of the Declarations. **You** must also:
 - a. immediately record the specifics of any such **claim** and the date **you** received it; and
 - b. send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc, Professional Liability Division, at **our** address indicated in the Declarations.
2. **You** also agree that, in addition to the notice and reporting provisions set forth above, in the event of a **claim** against **you** in which total **damages** and **claim expenses** incurred in connection with such **claim** do not exceed, or are not reasonably estimated to exceed, fifty percent (50%) of the retention amount set forth in Item 4 of the Declarations, **you** shall provide written notice to **us** (at the address set forth in subparagraph b. of paragraph 1. above) on a quarterly basis in the form of a quarterly bordereau. **You** shall provide **us** with such bordereau within twenty (20) business days after the end of each three month period during the **policy period** and such bordereau shall contain information including, but not limited to, the full particulars of each **claim**, the date on which notice of the **claim** was first received, the date the **wrongful act** occurred, a description of the allegations, the identity of the claimants and involved **insureds**, the damages incurred, the defense incurred and the status of any litigation. **You** further agree that **we**, in **our** sole discretion, may elect to conduct audits of any and all such **claims** on a quarterly basis.
3. Notwithstanding anything to the contrary in subsections VI.A.1 and VI.A.2 above, in all events, before coverage will apply under this policy for a **claim**, such **claim** shall be reported to **us** by **you** no later than the end of the **policy period** or any applicable Extended Reporting Period;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CLAIM REPORTING AMENDATORY ENDORSEMENT
(SEMIANNUAL BORDEREAU)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., “**What You Must Do in the Event of a Claim**” is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

1. Before coverage will apply, **you** shall, as a condition precedent to **our** obligations under this policy, give **us** written notice, with full particulars, as soon as practicable during the **policy period** or Extended Reporting Period, of any **claim** against **you** for which total **damages** and **claims expenses** incurred in connection with any such **claim** equal or exceed or are reasonably estimated to equal or exceed fifty percent (50%) of the retention amount set forth in Item 4 of the Declarations. **You** must also:
 - a. immediately record the specifics of any such **claim** and the date **you** received it; and
 - b. send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc, Professional Liability Division, at **our** address indicated in the Declarations.
2. **You** also agree that, in addition to the notice and reporting provisions set forth above, in the event of a **claim** against **you** in which total **damages** and **claim expenses** incurred in connection with such **claim** do not exceed, or are not reasonably estimated to exceed, fifty percent (50%) of the retention amount set forth in Item 4 of the Declarations, **you** shall provide written notice to **us** (at the address set forth in subparagraph b. of paragraph 1. above) on a semiannual basis in the form of a semiannual bordereau. **You** shall provide **us** with such bordereau within twenty (20) business days after the end of each six month period during the **policy period** and such bordereau shall contain information including, but not limited to, the full particulars of each **claim**, the date on which notice of the **claim** was first received, the date the **wrongful act** occurred, a description of the allegations, the identity of the claimants and involved **insureds**, the damages incurred, the defense incurred and the status of any litigation. **You** further agree that **we**, in **our** sole discretion, may elect to conduct audits of any and all such **claims** on a semiannual basis.
3. Notwithstanding anything to the contrary in subsections VI.A.1 and VI.A.2 above, in all events, before coverage will apply under this policy for a **claim**, such **claim** shall be reported to **us** by **you** no later than the end of the **policy period** or any applicable Extended Reporting Period.

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NOTICE OF CLAIM PROVISION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI, paragraph A "**What You Must Do in the Event of a Claim,**" is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable after it is known by any personnel in **your** office of [FILL IN THE BLANK -- the general counsel, risk manager, chief executive officer, chief security officer, chief information officer, chief technology officer or chief financial officer], but in all events before coverage will apply under this policy for a **claim**, such **claim** shall be reported to **us** by **you** during the **policy period** or Extended Reporting Period (if applicable). **You** must also:

- (1) immediately record the specifics of the **claim** and the date **you** received it; and
- (2) send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc., Professional Liability Division, at **our** address indicated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE OF CLAIM PROVISION AMENDATORY ENDORSEMENT
(NOTICE TO OFFICE OF GC, RM OR CFO)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI, paragraph A "**What You Must Do in the Event of a Claim,**" is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable after it is known by any personnel in **your** office of the general counsel, risk manager or chief financial officer, but in all events before coverage will apply under this policy for a **claim**, such **claim** shall be reported to **us** by **you** during the **policy period** or Extended Reporting Period (if applicable). **You** must also:

- (1) immediately record the specifics of the **claim** and the date **you** received it; and
- (2) send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc., Professional Liability Division, at **our** address indicated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**NOTICE OF CLAIM PROVISION AMENDATORY ENDORSEMENT
(NOTICE TO VP OR HIGHER)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., “**What You Must Do in the Event of a Claim,**” is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable after notice of such **claim** is reported to any of **your** personnel with any title of Vice President or a higher ranking title, but in all events before coverage will apply under this policy for a **claim**, such **claim** shall be reported to **us** by **you** during the **policy period** or Extended Reporting Period (if applicable). **You** must also:

1. immediately record the specifics of the **claim** and the date **you** received it; and
2. send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc., Professional Liability Division, at **our** address indicated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PRIMARY INSURANCE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood that Clause VI., paragraph D., **Other Insurance**, is deleted in its entirety and replaced with the following:

D. Other Insurance

Such insurance as is provided by this policy shall be primary with respect to any other valid and collectible insurance available to **you**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CANCELLATION AMENDATORY ENDORSEMENT
(SIXTY DAYS)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS EFFECTING COVERAGE**, paragraph I. **Cancellation** is deleted in its entirety and replaced with the following:

I. Cancellation

This policy may be cancelled by the **named insured** by surrender of this policy to **us** or by giving written notice to **us** stating when thereafter such cancellation shall be effective. This policy may also be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class mail sent to the **named insured's** address set forth in Item 1. of the Declarations, or by delivering to the **named insured**, written notice, stating when, not less than sixty (60) days thereafter, or ten (10) days thereafter in the event of nonpayment of premium, the cancellation shall be effective. The mailing of such notice, as aforesaid, shall be sufficient proof of notice. This policy shall be deemed canceled at the date and hour specified in such notice. If this policy shall be canceled by the **named insured**, **we** shall retain the customary short rate proportion of the premium herein. If this policy shall be canceled by **us**, **we** shall retain the pro rata proportion of the premium herein. Payment or tender of the unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice for cancellation by **us**, as set forth above, is also set forth in any controlling law, the period set forth above shall be deemed to be amended so as to be equal to the minimum period of limitation set forth in such controlling law if it is a longer period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CANCELLATION AMENDATORY ENDORSEMENT
(NINETY DAYS)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS EFFECTING COVERAGE**, paragraph I. **Cancellation** is deleted in its entirety and replaced with the following:

I. Cancellation

This policy may be cancelled by the **named insured** by surrender of this policy to **us** or by giving written notice to **us** stating when thereafter such cancellation shall be effective. This policy may also be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class mail sent to the **named insured's** address set forth in Item 1. of the Declarations, or by delivering to the **named insured**, written notice, stating when, not less than ninety (90) days thereafter, or ten (10) days thereafter in the event of nonpayment of premium, the cancellation shall be effective. The mailing of such notice, as aforesaid, shall be sufficient proof of notice. This policy shall be deemed canceled at the date and hour specified in such notice. If this policy shall be canceled by the **named insured**, **we** shall retain the customary short rate proportion of the premium herein. If this policy shall be canceled by **us**, **we** shall retain the pro rata proportion of the premium herein. Payment or tender of the unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice for cancellation by **us**, as set forth above, is also set forth in any controlling law, the period set forth above shall be deemed to be amended so as to be equal to the minimum period of limitation set forth in such controlling law if it is a longer period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

AUTOMATIC EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT – 90 DAYS

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, Subparagraph J.1. “**Automatic Extended Reporting Period**” is deleted in its entirety and replaced with the following:

1. Automatic Extended Reporting Period

If **we** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of ninety (90) days (herein referred to as the “Automatic Extended Reporting Period”) in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT
STATE OF ARKANSAS**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

1. Automatic Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

2. Optional Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right, upon payment of an additional premium amount of

- (i) **[INSERT NUMBER – up to 100]** % of the full annual premium, for a period of one (1) year,
- (ii) **[INSERT NUMBER]** % of the full annual premium, for a period of two (2) years, or
- (iii) **[INSERT NUMBER]** % of the full annual premium, for a period of three (3) years,

following the effective date of such cancellation or nonrenewal (herein referred to as the "Optional Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Optional Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **policy period**.

The rights contained in this clause shall terminate, however, unless the **named insured** provides written notice of such election together with the additional premium due to **us** within sixty (60) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate Limit of Liability for any Extended Reporting Period shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the policy's aggregate Limit of Liability in effect at the inception of the **policy period**.

If the **named insured** exercises its right to purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio*.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

WAIVER OF ORGANIZATIONAL CHANGES PROVISION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following event will not trigger a "Transaction" as described in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L., "**Organization Changes**":

[SPECIFY EVENT – SEEK LEGAL ASSISTANCE]

Except as expressly set forth above, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L. "**Organization Changes**," of the policy shall remain intact, unchanged and in full force and effect.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

VICARIOUS LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in the performance of **professional services** by **you** or by any other person for whom **you** are legally responsible.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CORPORATE COUNSEL PREMIERSM EXTENSION ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed that:

[NOTE: Must attach Appendix A, Panel Counsel for securities claims – DELETE THIS AFTER ATTACHING APPENDIX A]

1. **CCP Endorsement Schedule:**

Item 1. **Securities Claim Sublimit:** \$**[INSERT DOLLAR AMOUNT]**

Item 2. **Retention:**

A. **NON-INDEMNIFIABLE LOSS:** \$**[INSERT DOLLAR AMOUNT]**

B. **ALL OTHER LOSS:** \$**[INSERT DOLLAR AMOUNT]**

Item 3. **Coinsurance:** **[INSERT NUMBER]**%

Item 4. **CCP First Inception Date:** **[INSERT DATE]**

Item 5. **CCP Retroactive Date:** **[INSERT DATE]**

2. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only with respect to the coverage afforded under this endorsement.

3. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

I. CCP INSURING CLAUSES

Solely with respect to **claims** first made against an **insured person** and reported to **us** during the **policy period** or any applicable Extended Reporting Period, subject to the other terms, conditions and limitations of the policy, including any endorsements attached thereto, and excess of any applicable **directors and officers coverage** and if no such coverage applies, as primary, this policy affords the following coverage:

A-1. CORPORATE COUNSEL PROFESSIONAL LIABILITY

We shall pay amounts, in excess of the applicable retention, an **insured person** is legally obligated to pay as **damages** arising from any **claim** made against such **insured person** for **wrongful acts**, except when and to the extent that the **organization** has indemnified the **insured person** for **damages**.

A-2. ORGANIZATION INDEMNIFICATION OF INSURED PERSONS

We shall pay amounts, in excess of the applicable retention, the **organization** is legally obligated to pay as **damages** arising from any **claim** made against an **insured person** for **wrongful acts**, but only to the extent that the **organization** has indemnified an **insured person** for **damages**.

B. DEFENSE OF INSUREDS

1. ***Our Duty To Defend:*** We have the right and duty to defend a **claim** brought against an **insured person** for **wrongful acts**, even if the **claim** is groundless, false or fraudulent. We shall pay for **claim expenses** incurred in the defense of a **claim** for **wrongful acts**. We shall have no duty to defend a **claim** insured by **directors and officers coverage** or a **securities claim**.
 2. ***Claim expenses:*** We shall indemnify for **claim expenses** incurred in a **securities claim** or **claim expenses** incurred in excess of **directors and officers coverage**, that are incurred with **our** prior written consent in the defense of **wrongful acts**.
 3. ***Our Right To Investigate and Settle Claims:*** We have the right to investigate a **claim** against an **insured person**, and, with the written consent of the **insured person** or the **organization**, if applicable, settle any such **claim**.
 4. ***When Our Duty Ends:*** Our duty to defend and any obligation to indemnify an **insured person** shall end if the **insured person** or, if applicable, **you**, fail or refuse to consent to a settlement that **we** recommend and the claimant will accept. The **insured person** must then defend the **claim** at their own expense. As a consequence of such failure or refusal to consent, **our** liability for **loss** shall not exceed the amount for which **we** could have settled such **claim** had the **insured person** or, if applicable, the **organization**, consented, plus **claim expenses** incurred prior to the time **we** made such recommendation.
4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS**, paragraphs B., C., E., F., K., M., Q. and R. are deleted in their entirety and replaced with the following:

B. Claim means:

1. a civil proceeding for monetary, non-monetary or injunctive relief which is commenced by service of a complaint or similar pleading;
2. a written demand received by an **insured person** for money, services, non-monetary relief or injunctive relief;
3. a binding arbitration proceeding in which **damages** are alleged and to which an **insured person** must submit or does submit with **our** prior written consent;

4. a civil, administrative or regulatory investigation of an **insured person** by the SEC or a similar state or foreign government authority, after the service of a subpoena upon such **insured person**;
 5. a written request to toll or waive a statute of limitations relating to a potential **claim** against an **insured person**;
 6. a judicial, administrative, bar association or other proceeding against a **corporate counsel** solely concerning the eligibility or license of such **corporate counsel** to practice law, or compliance with Section 307 of the Sarbanes-Oxley Act of 2002 and any rule or regulations promulgated thereunder or pursuant thereto; and
 7. a **securities claim**.
- C. Claim expenses** means all reasonable and necessary fees charged by attorneys designated by **us** and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by **us**, or by an **insured person** with our prior written consent, including the costs of appeal, attachment or similar bonds arising out of a covered judgment. **We** have no obligation to provide such bonds. **Claim expenses** shall not include salaries, wages, fees, overhead or benefit expenses associated with the **organization's executives** or employees. **Claim expenses** shall also not include fees, costs or expenses incurred prior to the time that a **claim** is first made against an **insured person**. This Definition is subject to the limitations set forth in Paragraph II.(F) (**loss**).
- E. First inception date** means the date set forth in Item 4. of the Endorsement Schedule.
- F. Loss** means the total sum of **damages** and **claim expenses**. **Loss** shall not mean and this extension endorsements shall not cover: (1) compensation, benefits, overhead, charges or expenses of any (i) **insured person** or (ii) the **organization's** employees or **executives**; (2) civil or criminal fines or penalties; (3) the return or restitution of fees, expenses or costs, or other disgorgement; (4) taxes; (5) any amounts for which an **insured person** is not financially liable or which are without legal recourse to an **insured person**; (6) the costs and expenses of complying with any injunctive or other form of non-monetary relief; and (7) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- In the event of a **claim** alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all of the ownership interest in or assets of any entity is inadequate, **loss** with respect to such **claim** shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to **claim expenses** or to any **non-indemnifiable loss** incurred in connection therewith.
- K. Professional services** means **legal services**.
- M. Retroactive date** means the date set forth in Item 5. of the Endorsement Schedule.

- Q. Wrongful act** means any actual or alleged:
1. **personal injury peril**; or
 2. negligent act, error, omission, breach of duty, misstatement or misleading statement;
- committed or omitted on or after the **retroactive date** by an **insured person** but solely in the performance of **legal services**.

R. "You, your or insured" means **insured person** and **organization**.

5. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended to include the following definitions at the end of such Clause:

CC-A. Corporate counsel means any attorney at law admitted to the bar in or otherwise licensed to the practice of law in any of the United States of America or its territories, Canada or any other foreign jurisdiction while an **employee** of the **organization**. "**Corporate counsel**" shall not mean and this policy shall not cover any person employed by the **organization** solely to perform legal services for or on behalf of others.

CC-B. Directors and officers coverage means any insurance policy or self-insured insurance program for which an **insured person** has coverage under any managerial liability, directors and officers liability, general partner liability, employment practices liability, catastrophe coverage or similar insurance policy ("D & O Coverage"): (1) whether or not any applicable retention, deductible or coinsurance obligation has been satisfied; and (2) regardless of whether such policy is stated to be primary, contributory, excess, contingent or otherwise. **Directors and officers coverage** shall also include any amount that is a reinstatement of all or a portion of the limit of liability of D & O Coverage.

CC-C. Employee means any past, present or future employee, including any part-time, seasonal and temporary employee of the **organization**.

CC-D. Executive means any:

1. past, present and future duly elected or appointed director, officer, trustee or governor of a corporation, management committee member of a joint venture and member of the management board of a limited liability company (or equivalent position); or
2. past, present and future General Counsel and Risk Manager (or equivalent position) of the **organization**.

CC-E. Indemnifiable loss means **loss** for which the **organization** has indemnified or is permitted or required to indemnify an **insured person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the **organization**, including the advancement of **claim expenses**.

For the purposes of determining whether **loss** constitutes **indemnifiable loss**, the **organization** shall be conclusively deemed to have indemnified the **insured persons** to the fullest extent permitted by law taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any required application for court approval, the passing of any board or corporate resolution, the amendment of any charter, bylaws,

operating agreement or similar documents of the **organization** or the execution of any contract.

CC-F. Insured person means any past, present or future:

1. **corporate counsel**;
2. an **employee** of the **organization** who supports a **corporate counsel** in the performance of **legal services**; and
3. licensed attorney provided by an employment contractor or agency under a written agreement between the **organization** and the employment contractor or agency to perform **legal services** for or on behalf of the **organization**.

CC-G. Legal services means any professional legal services rendered by:

1. a **corporate counsel** but solely in his or her capacity as an **employee** of the **organization**;
2. a **corporate counsel** but solely while a full time, permanent **employee** of the **organization** (including moonlighting and *pro bono* services); and
3. any **insured person** but only while acting under the supervision of and at the direction of a **corporate counsel**.

CC-H. Non-indemnifiable loss means **loss** that is not **indemnifiable loss**.

CC-I. Organization means the **named insured** and any **subsidiary**.

CC-J. Personal injury peril means any:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel or slander or other defamatory or disparaging materials;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

CC-K. Securities claim means a **claim** made against an **insured person** arising from **legal services** after the **first inception date**:

1. alleging a violation of any federal, state, local or foreign regulation, rule or statute regulating securities (including, but not limited to, the purchase or sale or offer or solicitation of an offer to purchase or sell securities) which is:
 - a. brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of the **organization**; or
 - b. brought by a security holder, purchaser or seller of securities of the **organization** with respect to such security holder,

purchaser or seller's interest in securities of such **organization**;
or

2. brought derivatively on behalf of the **organization** by a security holder of such **organization**.

Securities claim shall not mean and this policy shall not cover any **claim** brought by any **executive** or **employee** of the **organization** alleging or arising out of the loss of or failure to receive or obtain the benefit of securities or options on securities.

6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, paragraphs A. (fraudulent or criminal acts), C. (**bodily injury** or **property damage**), D. (SEC and RICO), E. (ERISA), F. (employment practices), L. (**insured** versus **insured** liability) and S. (personal injury) are deleted in their entirety.
7. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is amended to include the following exclusions at the end of such Clause:

We shall not cover claims:

- CC-A.** alleging, arising out of or resulting, directly or indirectly, from any (1) dishonest, fraudulent, criminal or malicious act or omission, (2) intentional or knowing violation of the law, (3) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled, or (4) commingling, misappropriation, or improper use of funds; however, we will defend a **claim** against an **insured person** alleging any of the foregoing conduct until there is a judgment against, final adjudication against or adverse finding of fact against an **insured person**, or adverse admission, plea of *nolo contendere* or no contest by an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **claim expenses**; provided further, however, that for purposes of the applicability of this exclusion, the **wrongful act** of an **insured person** shall not be imputed to any other **insured person**;
- CC-B.** alleging, arising out of or resulting, directly or indirectly, from any **bodily injury** (other than emotional distress or mental anguish) or **property damage**;
- CC-C.** alleging, arising out of or resulting, directly or indirectly, from any emotional distress or mental anguish of any person; provided, however, this exclusion shall not apply to any **personal injury peril**;
- CC-D.** for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any federal, state, local or foreign statutory law or common law that regulates the same matters or conduct as the foregoing laws; provided, however, that this exclusion shall not apply to **claims** arising out of a **corporate counsel** providing **legal services** to an ERISA fiduciary;

- CC-E.** alleging, arising out of or resulting, directly or indirectly, from any employment practices or any discrimination against any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation or pregnancy; provided, however, this exclusion shall not apply to the employment practices of others but only to the extent that such employment practices is in reliance upon the **legal services** of an **insured person**;
- CC-F.** against an **insured person** that is brought, directly or indirectly, by or on behalf of: (1) any **insured person**; (2) the **organization**; (3) any business entity that is controlled, managed or operated, directly or indirectly, in whole or in part, by the **organization**; (4) any parent company, partner, trustee, successor or assignee of the **organization**, or any person or entity affiliated with the **organization**; (5) any receiver, conservator, trustee, creditor or assignee of creditors or for the benefit of creditors or similar representative in the event of the insolvency or bankruptcy of the **organization**; or (6) any security holder or member of the **organization**, whether directly or derivatively, unless such security holder or member **claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of an **insured person**, the **organization** or any **executive** of the **organization**; provided, however, this exclusion shall not apply to **claim expenses** incurred in the defense of any **claim** brought by or on behalf of the **organization**;
- CC-G.** alleging, arising out of or resulting, directly or indirectly, from any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission by an **insured person** in any capacity other than when providing **legal services**;
- CC-H.** alleging, arising out of or resulting, directly or indirectly, from any services performed by any contract, seasonal, part-time or leased lawyer other than **legal services** provided for the **organization** at the direction of **corporate counsel**;
- CC-I.** alleging, arising out of or resulting, directly or indirectly, from any **claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **employee** of an **organization**, for improper payroll deductions or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto; provided, however, this exclusion shall not apply to **claim expenses** in connection therewith; or
- CC-J.** alleging, arising out of or resulting, directly or indirectly, from any **claim**, arbitration, mediation, litigation, administrative proceeding (including disciplinary and licensing), bankruptcy or regulatory proceeding or investigation, pending as of or commenced prior to the **first inception date**, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **claim**, arbitration, mediation, litigation or administrative, bankruptcy or regulatory proceeding or investigation.

8. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY** is amended to include the following paragraphs at the end of such Clause:

CC-A. It is understood and agreed that **our** total liability for all **loss** arising from any and all **securities claims** made against an **insured person** and reported to **us** during the **policy period** or any applicable Extended Reporting Period alleging a **wrongful act**, or series of continuous, repeated or related **wrongful acts**, shall not exceed the **securities claim** Sublimit of Liability set forth in Item 1. of the Endorsement Schedule. Such **securities claim** Sublimit of Liability is part of, and not in addition to, the aggregate Limit of Liability for the **policy period** as set forth in Item 3 of the Declarations.

CC-B. It is understood and agreed that any coverage that may be provided under Endorsement, shall apply excess of any coverage under any **directors and officers coverage** and **we** shall have no duty to defend or obligation to pay **claim expenses** or other **loss** until the applicable limits of all such **directors and officers coverage** has been exhausted.

9. Solely with respect to the coverage afforded under this endorsement, Item 4 of the Declarations is inapplicable and the retention with respect to this Endorsement is set forth as Item 2. of the Endorsement Schedule.

10. Solely with respect to the coverage afforded under this endorsement, Clause V. **RETENTION** is deleted in its entirety and replaced with the following:

V. RETENTION

A. The **insurer** shall only be liable for the amount of **loss** arising from each **claim** that exceeds the applicable retention amount stated in Items 2. of the Endorsement Schedule. The retention amounts must be borne by an **insured person** or the **organization** and remain uninsured. The retention amount stated in:

1. Item 2.A. of the Endorsement Schedule applies to **non-indemnifiable loss**; and

2. Item 2.B. of the Endorsement Schedule applies to all other **loss**. In the event a **claim** triggers more than one retention amount, the highest applicable retention amount shall be deemed the retention amount applicable to the **claim**. A single retention amount shall apply to **loss** arising from all **claims** alleging the same **wrongful act**, or series of continuous, repeated or related **wrongful acts**. In **our** sole and absolute discretion, **we** may advance all or part of the applicable retention amount in which case the **insured person** and the **organization** agree to repay **us** immediately after **we** notify the **insured person** and the **organization** of that payment.

B. *Coinsurance*: Solely with respect to the coverage afforded under this Endorsement, for each **claim** against an **insured person**, the **insured person** or the **organization** shall, excess of the applicable retention amount, bear uninsured and at their own risk and pay the Coinsurance percentage set forth as such in Item 3. of the Endorsement Schedule. **Our** liability hereunder with respect to **loss** shall apply only to the remaining percentage of such **loss**. **We** shall have no obligation to pay to the extent that an **insured person** or the **organization** does not pay the

Coinsurance percentage. In our sole and absolute discretion, we may advance all or part of the Coinsurance percentage, in which case the **insured person** and the **organization** agree to repay us immediately after we notify the **insured person** and the **organization** of that payment. Payments of Coinsurance by the **insured person** or the **organization** shall not be subject to and do not reduce any Limit of Liability or retention amount under this policy. No coinsurance shall be applicable to **non-indemnifiable loss**.

11. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph B., "**Your Assistance and Cooperation**," is amended to include the following paragraph at the end of such paragraph:

4. The following shall only apply to a **securities claim** and related **claims**, that are not otherwise covered by any applicable **directors and officers coverage**:

Affixed as Appendix A hereto and made a part of this endorsement is a list of Panel Counsel law firms ("**panel counsel firms**"). The list provides the **insured person** with a choice of law firms from which a selection of legal counsel shall be made to conduct the defense of a **securities claim** made against an **insured person**.

For a **securities claim** and related **claims**, the **insured person(s)** shall select a **panel counsel firm** to defend such **securities claim(s)** made against the **insured person** in the jurisdiction in which the **securities claim** is brought. In the event the **claim** is brought in a jurisdiction not included on the list, the **insured person(s)** shall select a **panel counsel firm** in the listed jurisdiction which is the nearest geographic jurisdiction to either where the **securities claim** is brought or where the corporate headquarters of the **named insured** is located. In such instance the **insured persons** and the **insurer** shall jointly select a non-**panel counsel firm** in the jurisdiction in which the **securities claim** is brought to function as "local counsel" on the **claim** to assist the **panel counsel firm** which will function as "lead counsel" in conducting the defense of the **securities claim**.

With our express prior written consent, an **insured person** may select a **panel counsel firm** different from that selected by another **insured person** defendant if such selection is required due to an actual conflict of interest. The list of **panel counsel firms** may be amended from time to time, including during the **policy period**, at our sole discretion.

12. Solely with respect to coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph D., "**Other Insurance**," is amended to include the following sentence at the end of that paragraph:

Coverage under this policy shall apply specifically as excess to any applicable **directors and officers coverage**.

13. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L., "**Organizational Changes**," is deleted in its entirety and replaced with the following:

L. Organizational Changes

If during the **policy period**:

1. the **named insured** merges into or consolidates with another entity such that the **named insured** is not the surviving entity;
2. another entity, person or group of entities and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of the **named insured's** directors; or
3. the **directors and officers coverage** shall be cancelled or nonrenewed and such cancellation or non-renewal results in a lapse of coverage;

(any of the above events hereinafter referred to as the "Transaction") then coverage shall continue until the later of the termination of the **policy period** or such other date to which **we** may agree, but only with respect to **wrongful acts** which occurred prior to the Transaction and are otherwise covered by this policy. No coverage shall be provided after the Transaction unless the **named insured** notifies **us** of the Transaction in writing within thirty (30) days of the Transaction.

14. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **Declarations**, paragraph N., is amended by appending the following to the end of that paragraph:

For purposes of the first sentence of this paragraph, the term "application" referenced therein, means:

each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other employed lawyer (or equivalent) liability policy issued by the **insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time, and any public documents filed by the **organization** prior to the inception date of this policy with the Securities and Exchange Commission ("SEC") (or any similar federal, state, local or foreign regulatory agency), including, but not limited to, the **organization's** quarterly, annual and other reports to owners of its equity securities, 10Ks, 10Qs, 8Ks proxy statements and certifications relating to the accuracy of the foregoing.

15. THIS ENDORSEMENT AFFORDS NO COVERAGE FOR **CLAIM EXPENSES** INCURRED BY, SETTLEMENTS BY OR ON BEHALF OF, CONTRACTUAL OBLIGATIONS OF, OR JUDGMENTS AGAINST ANY ENTITY WHETHER ARISING OUT OF A **CLAIM** MADE AGAINST AN **ORGANIZATION**, BASED UPON ANY LEGAL OBLIGATION TO PAY ANY AMOUNT THAT AN **ORGANIZATION** HAS OR MAY HAVE TO A CLAIMANT, OR DERIVED FROM THE ACTS OR OMISSIONS OF **INSURED PERSONS**.

No **organization** is covered in any respect under Insuring Clause A-1, "Corporate Counsel Professional Liability," or Insuring Clause B, "Defense of Insureds," as set forth in paragraph 3. of this endorsement. An **organization** is covered, subject to the terms, conditions, exclusions and other limitations of this endorsement and otherwise contained in this policy, only with respect to its indemnification of **insured persons** under Insuring Clause A-2, "Organization Indemnification of Insured Persons," as set forth in paragraph 3. of this endorsement, as respects a **claim** against such **insured persons**.

16. It is expressly understood and agreed that the **named insured** shall provide **us** with an updated list of its **corporate counsel** within ten (10) business days after the date on which this policy has been in effect for six (6) months.
17. We shall have the right to associate fully and effectively with each and every insured person and, with respect to Coverage B of this Endorsement, the organization, in the defense of any claim or any matter that involves, or appears reasonably likely to involve, the insurer, including, but not limited to, negotiating a settlement.
18. **SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION**

With respect to the coverage afforded under this endorsement only, If a **claim** against an **insured person** includes a **claim** against: (a) the lawful spouse of such **insured person**; or (b) a property interest of such spouse, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of a deceased **insured person**, and the legal representatives of an **insured person**, in the event of their incompetency, insolvency or bankruptcy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CLAIMS ADJUSTING SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. **DEFINITIONS**, paragraph J., "**pollutants**," is deleted in its entirety and replaced with the following:

J. Pollutants means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**" is amended to include the following:

With respect to **your** rendering of failing to render claims adjusting services only, **wrongful act** also means any actual or alleged:

1. false arrest, detention or imprisonment;
 2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; or
 3. wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render claims adjusting services, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S. is deleted in its entirety.
 4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, is amended by appending the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render claims adjusting services, **we** shall not cover **claims**:

CA-A. alleging, arising out of or resulting, directly or indirectly, from any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;

CA-B. alleging, arising out of or resulting, directly or indirectly, from any intentional refusal to pay, failure to pay or intentional delay in paying all or part of benefits due or breach of the covenant of good faith or fair dealing in the underwriting or in the handling of any claim or obligation arising out of or under any insurance contract or benefit plan;

CA-C. alleging, arising out of or resulting, directly or indirectly, from any participation in, design or solicitation of any structured settlement or structured settlement proposal;

CA-D. alleging, arising out of or resulting, directly or indirectly, from any actuarial act, error, omission or assumption;

CA-E. alleging, arising out of or resulting, directly or indirectly, from arising out of the performance or failure to perform services as an attorney or accountant;

CA-F. alleging, arising out of or resulting, directly or indirectly, from any of the following:

1. evaluation of any **medical** treatments;
2. determination of the necessity of any **medical** treatment;
3. review, consultation or recommendation of any **medical** treatment options; or
4. review, consultation or recommendation of any care setting.

The term "**medical**" as used herein shall include, but not be limited to: medical, surgical, chiropractic, pharmacologic, psychiatric, psychological, nursing, dental and rehabilitative therapeutic treatments.

CA-G. alleging, arising out of or resulting, directly or indirectly, from any insolvency, bankruptcy, receivership, liquidation or financial inability to pay of the **insured**, any insurer, self-insurer, trust insurance plan or other vehicle of instrumentality which provides coverage or benefits; or

CA-H. alleging, arising out of or resulting, directly or indirectly, from:

1. the commingling, collection or safeguarding of funds or monies; or
2. collection of fees or other remuneration owed to **you** by a client or customer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

COMPUTER ATTACK COVERAGE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

1. In Clause II., **DEFINITIONS**, paragraph Q., "**wrongful act**," is deleted in its entirety and replaced with the following:

Q. Wrongful act means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services**, including without limitation, any of the foregoing that results in a **computer attack** to others.

2. CLAUSE II., **DEFINITIONS**, is amended by adding the following definitions to the end of that Clause:

CA-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on a **computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CA-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.

CA-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CA-D. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CA-E. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

CA-F. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

COMPUTER SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., "**professional services**" is hereby amended by appending the following:

"**Professional services**" also means **computer services**.

2. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of the Clause:

CS-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on **your computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CS-B. **Computer services** means:

1. systems analysis, designing, programming, data processing, consulting, outsourcing, system integration and information services; and
2. marketing, selling, servicing, distributing, installing and maintaining computer software and training in the use of such software.

CS-C. **Computer system** means computer hardware or software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

CS-D. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CS-E. **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

CS-F. **Malicious code** means an unauthorized corrupting or harmful piece of code.

Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CS-G. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an **Internet** site, or other persons.

CS-H. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

CS-I. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

CS-J. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or a **subsidiary**.

3. Clause III. **EXCLUSIONS - CLAIMS NOT COVERED** is amended to include the following paragraph at the end of the Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **computer services**, **we** shall not cover any such **claim**:

CS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;

CS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failure, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**;

CS-C. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack** to **your computer system**;

CS-D. alleging, arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines, satellites or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control; or

CS-E. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy**; or

CS-F. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost

representations, contract price, or estimates of probable costs or cost estimates being exceeded.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CONTINGENT BODILY INJURY/PROPERTY DAMAGE COVERAGE ENDORSEMENT
(Sublimit of Liability)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph C. is deleted in its entirety and replaced with the following:

- C. arising out of **bodily injury** or **property damage**; provided, however, this exclusion shall not preclude coverage for **contingent bodily injury/property damage**;

For purposes of this endorsement, the term “**contingent bodily injury/property damage**” shall mean those **claim** situations wherein the **damages** sought by the claimant are for indirect (not the direct or immediate cause) **bodily injury** or **property damage** (including, but not limited to, property in the care, custody and control of **you** or **your** agent, or in transit) (i) arising out of any **wrongful act** committed or allegedly committed by an **insured** in the performance of **professional services**; and (ii) not covered under any other policy of insurance available to **you** or any of **your** clients.

Provided, however, that coverage for all **loss** arising out of all otherwise covered **claims** arising out of **contingent bodily injury/property damage** shall be subject to an aggregate sublimit of liability for the policy of \$**[INSERT AMOUNT]** that shall be part of, and not in addition to, the Limit of Liability set forth in Item 3. of the Declarations;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CONTINGENT BODILY INJURY/PROPERTY DAMAGE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph C. is deleted in its entirety and replaced with the following:

- C. arising out of **bodily injury** or **property damage**; provided, however, this exclusion shall not preclude coverage for **contingent bodily injury/property damage**;

For purposes of this endorsement, the term “**contingent bodily injury/property damage**” shall mean those **claim** situations wherein the **damages** sought by the claimant are for indirect (not the direct or immediate cause) **bodily injury** or **property damage** (including, but not limited to, property in the care, custody and control of **you** or **your** agent, or in transit) (i) arising out of any **wrongful act** committed or allegedly committed by an **insured** in the performance of **professional services**; and (ii) not covered under any other policy of insurance available to **you** or any of **your** clients.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

DATA PROCESSING SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., "**professional services**" is hereby amended by appending the following:

"**Professional services**" also means **data processing services**.

2. Clause II. **DEFINITIONS** is amended to include the following at the end of such Clause:

DP-A. **Data processing services** means:

1. converting data from source material into media for processing on **your** electronic data processing system;
2. processing data by **you** on **your** electronic data processing system; and
3. designing or formulating an electronic data processing program or system.

3. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **data processing services**, **we** shall not cover **claims**:

DP-A. alleging, arising out of or resulting, directly or indirectly, from any mechanical breakdown, electrical, data transmission, telecommunications or satellite systems failure; or

DP-B. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any bank, banking firm or financial institution for which **you** have provided stand-alone **data processing services**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

EMOTIONAL DISTRESS COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph C. is deleted in its entirety and replaced with the following:

C. arising out of **bodily injury** or **property damage**; provided, however, this exclusion shall not apply to any **claim** for emotional distress or mental anguish solely resulting from a **wrongful act** committed or allegedly committed by an **insured** in the performance of **professional services**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EMPLOYEE BENEFIT PLAN ADMINISTRATORS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of the Clause:

With respect to a **claim** for **your wrongful act** in rendering or failing to render employee benefit plan administrator services only, **we** shall not cover **claims**:

EB-A. alleging, arising out of or resulting, directly or indirectly, from any intentional refusal to pay, failure to pay or intentional delay in paying all or part of benefits due, or breach of the covenant of good faith or fair dealing in the underwriting or in the handling of any claim or obligation arising out of or under any insurance contract or benefit plan; provided, however, if such allegations are subsequently disproven by a judgment, final adjudication, adverse admission or finding of fact favorable to **you**, **you** shall be reimbursed for all reasonable **claim expenses** which would have been collectible under this policy;

EB-B. alleging, arising out of or resulting, directly or indirectly, from **your** participation in, design of or solicitation of any structured settlement or structured settlement proposal; or

EB-C. alleging, arising out of or resulting, directly or indirectly, from any of the following:

1. evaluation of any **medical** treatment;
2. determination of the necessity of any **medical** treatment options;
3. review, consultation or recommendation of any treatment options; or
4. review, consultation or recommendation of any care setting.

The term "**medical**" as used herein shall include, but not be limited to, medical, surgical, chiropractic, pharmacologic, psychiatric, psychological, nursing, dental and rehabilitative treatments.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EMPLOYED ACCOUNTANT COVERAGE EXTENSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., "**professional services**" is hereby amended by appending the following:

"Professional services" also means **employed accountant services**.

2. Clause II. **DEFINITIONS**, is hereby amended by appending the following to the end of that Clause:

EA-A. **Employed accountant services** means accounting services for the **named insured** or any **subsidiary** thereof as an employed accountant of the **named insured** or any **subsidiary** thereof.

3. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **employed accountant services**, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph A. is deleted in its entirety and replaced with the following:

A. arising out of a dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which **you** are not legally entitled;

4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following at the end of such Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **employed accountant services**, **we** shall not cover **claims**:

EA-A. alleging, arising out of or resulting, directly or indirectly, from any employed accountant for **wrongful acts** occurring at a time when the employed accountant was not an employee of the **named insured**; or

EA-B. alleging, arising out of or resulting, directly or indirectly, from any professional services of the employed accountant rendered for anyone other than the **named insured** or any **subsidiary** thereof, including any "moonlighting" work.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

FAIR HOUSING VIOLATIONS DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

FH-A. alleging, arising out of or resulting, directly or indirectly, from any violation of the Federal Fair Housing Act; provided, however, **we** will defend such **claims**, subject to an aggregate sublimit of liability for all **claim expenses** arising out of such **claims** of \$**[INSERT DOLLAR AMOUNT FOR SUBLIMIT]** (the "Sublimit of Liability"), which amount shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and shall in no way serve to increase the aggregate Limit of Liability available under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

FRANCHISER PROFESSIONAL LIABILITY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., “**professional services**” is hereby amended by appending the following:

“**Professional services**” also means **franchising services**.

2. Clause II. **DEFINITIONS** is hereby amended by adding the following at the end of such Clause:

FR-A. Franchising services means any of the following:

1. marketing and solicitation activities undertaken or engaged in by **you** in connection with the offer of sale of franchises pursuant to any franchise agreement or contract;
2. the preparation, registration, renewal or amendment of a Uniform Franchise Offering Circular;
3. duties, obligations or other responsibilities of **you** to franchisees which render **you** liable to the franchisee arising out of third-party claims against the franchisee, including, but not limited to, failure by **you** to monitor compliance with standards, specifications and operating procedures for the franchisees prescribed by **you**;
4. rendering of, or failing to render, services, training, advertising, or other support to franchisees pursuant to the terms of a franchise agreement or contract or as disclosed to franchisees in an offering circular or other disclosure document;
5. assistance in: (a) the selection of a franchise site; or (b) negotiation of a lease for the premises of a franchise;
6. failure or refusal to approve a sale, transfer or assignment of a franchise or all or part of the assets of a franchise; and
7. grant of a franchise, or the operation of a franchised operation owned by **you**, which encroaches on an existing franchisee’s designated location and/or exclusive area of operation.

FR-B. Vicarious liability means **your** liability arising out of, based upon or attributable to any acts, errors or omissions of **your** franchisees.

3. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of the Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **franchising services**, **we** shall not cover **claims**:

- FR-A. alleging, arising out of or resulting, directly or indirectly, from any contractual responsibilities assumed by **you** under the terms, conditions or warranties of any specific contract or agreement, except as pertaining to **franchising services**;
- FR-B. that exclusively seek the recovery by a franchisee of actual sums paid to **you** by a franchisee which constitute any initial fees, service fees, advertising fees, royalties, lease payments or payments for goods and services;
- FR-C. alleging, arising out of or resulting, directly or indirectly, from **your** bankruptcy or insolvency;
- FR-D. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged electrical failure, breakdown, malfunction or defect of any computer hardware and/or software, or arising out of unauthorized access to **your** computer system;
- FR-E. alleging, arising out of or resulting, directly or indirectly, from any way involving **your vicarious liability** for the acts, errors or omissions of a franchisee;
- FR-F. alleging, arising out of or resulting, directly or indirectly, from any failure of any real or personal property to have at any point in time any projected, estimated, represented, warranted or guaranteed economic value;
- FR-G. alleging, arising out of or resulting, directly or indirectly, from **your** investment advice to others in the form of promises or guarantees as to the future value of investments or a specified rate of return or interest;
- FR-H. alleging, arising out of or resulting, directly or indirectly, from any unfair competition, bad faith or unfair business practices including, but not limited to, territorial infringement by either the franchiser or franchisees where such **claims** arise out of or are alleged to arise out of, or in connection with, the commission of a fraudulent, dishonest, criminal, intentional or malicious act, error or omission; or
- FR-I. alleging, arising out of or resulting, directly or indirectly, from any services rendered in the design, development, construction, hosting or maintenance of an Internet site.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

HIPAA EXTENSION (NON-REGULATORY) ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that in the policy is amended as following:

1. Clause II. **DEFINITIONS**, is amended to include the following definitions at the end of that Clause:

HI-A. **HIPAA** means Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the rules and regulations promulgated thereunder as they currently exist, and as amended;

HI-B. **HIPAA information assets** means protected health information as defined under **HIPAA** (45 CFR 164.501) which is electronically stored on or transmitted by any computer system owned, operated or controlled by the **named insured** or any **subsidiary**.

HI-C. **HIPAA violation** means any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness or other violations of privacy laws, arising out of the unauthorized display of **HIPAA information assets**.

2. Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**," is deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services**, including without limitation, any of the foregoing that results in a **HIPAA violation**.

- (2) Clause II. **DEFINITIONS**, paragraph B., "**claim**," is amended by appending the following:

Provided, however, that "**claim**" and "**suit**" shall not mean, and there shall be no coverage for any action, demand, or investigation commenced by any federal, state or local regulatory body or agency for, arising out of, related to, or alleging a violation of, **HIPAA**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

HOME INSPECTION SERVICES AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

HI-A. **Environmental assessment services** means environmental transaction screening and phase I environmental site assessment as prescribed in the current standard practice manuals as published by The American Society for Testing and Materials.

HI-B. **Flood zone determination** means, with respect to any property, the determination of the zone in which the property is located, the community name and number, panel-suffix, map date, firm date and the base flood elevation.

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render home inspection services, **we** shall not cover **claims**:

HI-A. alleging, arising out of or resulting, directly or indirectly, from any conduct of an **insured's** business as a real estate agent, broker, consultant, or property manager, or as a member of a formal real estate or appraisers' accreditation, standards review or similar real estate board or committee;

HI-B. alleging, arising out of or resulting, directly or indirectly, from, or brought by or on behalf of, any investor, shareholder or partner in any corporation, limited or general partnership, real estate trust or venture in which an **insured** has, or had, a participating interest in the profit or loss thereof, either directly or indirectly;

HI-C. or brought by or on behalf of the Federal Deposit Insurance Corporation or any other depository insurance organization, The Resolution Trust Corporation, the Comptroller of the Currency, the Federal Home Loan Bank Board, or any similar federal or state regulatory authority;

HI-D. alleging, arising out of or resulting, directly or indirectly, from any **flood zone determination**;

HI-E. alleging, arising out of or resulting, directly or indirectly, from any **environmental assessment services**;

- HI-F. alleging, arising out of or resulting, directly or indirectly, from any failure to warn of or disclose the potential for inverse condemnation, adverse possession or dedication for adverse use;
- HI-G. alleging, arising out of or resulting, directly or indirectly, from any mental anguish, mental injury, emotional distress or psychological trauma experienced by any person;
- HI-H. alleging, arising out of or resulting, directly or indirectly, from any environmental hazard, including without limitation, mold, bacteria, fungi, toxins, carcinogens, carbon monoxide, radon or other gases, noise and contaminants in the structure, soil, water or air;
- HI-I. alleging, arising out of or resulting, directly or indirectly, from any the rendering of, or failure to render, lead, radon or termite (or other wood boring insect) inspections;
- HI-J. alleging, arising out of or resulting, directly or indirectly, from any failure:
1. to detect or report the presence of any Exterior Insulation & Finish System (“EIFS”) including, but not limited to, those known as “Synthetic Stucco” in any structure; or
 2. to assess and report any damage related to the presence of EIFS in any structure.
- HI-K. alleging, arising out of or resulting, directly or indirectly, from any failure on the part of any **insured** to comply with escrow;
- HI-M. alleging, arising out of or resulting, directly or indirectly, from any inspections performed for the purpose of ascertaining compliance with any laws, codes or regulations or any **insured’s** failure to inspect for, discover or report any noncompliance with such laws, codes or regulations;
- HI-N. alleging, arising out of or resulting, directly or indirectly, from any termite or pest eradication;
- HI-O. alleging, arising out of or resulting, directly or indirectly, from any inspections of septic systems or relating to water quality or purity, including without limitation, the failure of an **insured** to inspect, discover or report any dangerous or defective condition relating to such septic systems or water quality;
- HI-P. alleging, arising out of or resulting, directly or indirectly, from any property developed, sold, managed, appraised, transferred, constructed or owned by any **insured**, or by any legal entity in which the **insured** has a financial interest or by any legal entity coming under the same financial control as the **insured**;
- HI-Q. alleging, arising out of or resulting, directly or indirectly, from any exposure of persons or property to asbestos, lead, or any other toxic or hazardous

substance, including without limitation, any **insured's** failure to inspect, discover or report such exposure or any alleged damage resulting therefrom;

- HI-R. alleging, arising out of or resulting, directly or indirectly, from any revocation, suspension or surrender at the request of any regulatory authority of any **insured's** license or right to practice;
- HI-S. alleging, arising out of or resulting, directly or indirectly, from any **insured's** activities as a loss control inspector, safety inspector or risk manager;
- HI-T. alleging, arising out of or resulting, directly or indirectly, from any **insured's** activities as a building or construction contractor, developer, prospective developer, design professional, construction manager or property manager or surveyor;
- HI-U. alleging, arising out of or resulting, directly or indirectly, from any notarized certification or acknowledgement of the signature of any instrument without the physical appearance before a notary public of the person who is, or claims to be the person signing the instrument; or
- HI-V. alleging, arising out of or resulting, directly or indirectly, from any inspections which report or fail to report the depleting or exhausting of underground resources or subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting or any other movement of land or earth; or
- HI-W. alleging, arising out of or resulting, directly or indirectly, from any latent building or construction defects.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

LOCK BOX COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph C., relating to **bodily injury** or **property damage**, this policy shall afford coverage to any otherwise covered **claim** for any damage to or destruction of tangible property resulting from a **wrongful act** in **your** performance of or failure to perform **professional services** in the distribution, maintenance, operation or use of a lock box at any property owned, occupied, leased or under the control of an **insured**.

The coverage as afforded by this endorsement for all such otherwise covered **claims** as described above, shall be subject to an aggregate sublimit of liability of \$**[INSERT AMOUNT]**. Such sublimit of liability shall be part of, and not in addition to, the Limits of Liability set forth in Item 3 of the Declarations and shall no way serve to increase the policy's aggregate Limit of Liability available under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

MOONLIGHTING SUBLIMIT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause II. **DEFINITIONS**, as amended by the Corporate Counsel PremierSM Extension Endorsement," is amended by appending the following to that Endorsement:

ML-A "MOONLIGHTING" SUB-LIMIT OF LIABILITY ENDORSEMENT

It is hereby understood and agreed that the coverage afforded under this policy for any **claim** against an **insured person** resulting from **legal services** performed not in the capacity as an **employee** of the **organization**, including, but not limited to, "moonlighting" services, shall be subject to a sub-limit of liability of \$[**SUBLIMIT OF LIABILITY**]. Such sub-limit of liability is part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3(a) of the Declarations and shall in no way serve to increase such aggregate Limit of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

MORTGAGE BROKER ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of such Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render mortgage broker services, **we** shall not cover **claims**:

MB-A. alleging, arising out of or resulting, directly or indirectly, from any defective title or deed;

MB-B. alleging, arising out of or resulting, directly or indirectly, from any cease or desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization in which **you** have, directly or indirectly, placed the funds of a client or account;

MB-C. alleging, arising out of or resulting, directly or indirectly, from any cease or desist order, or the insolvency, receivership, bankruptcy, liquidation or financial inability to pay of the **insured**, or any insurer, self-insurer, trust, insurance plan or other vehicle or instrumentality which provides coverage or benefits and which **you** placed or obtained insurance coverage through;

MB-D. alleging, arising out of or resulting, directly or indirectly, from any loans that are owned by **you** (not sold to an investor) for more than twelve (12) months; provided, mortgages held in **your** name under any mortgage-backed security pool shall be deemed, for purposes of this exclusion, to be sold to an investor;

MB-E. alleging, arising out of or resulting, directly or indirectly, from any costs associated with the repurchase, refinance or replacement of any loan;

MB-F. alleging, arising out of or resulting, directly or indirectly, from any servicing of any loan, including without limitation, the collection of payments and maintenance of escrow accounts for the payment of taxes and/or insurance;

MB-G. alleging, arising out of or resulting, directly or indirectly, from any transaction in which **you** have a financial interest as a buyer or seller of real property; provided, however, this exclusion shall not apply to any **claim** arising out of any transaction of real property which is owned by **you** if such ownership interest is equal to or less than forty-nine percent (49%), provided that **our** liability for any **loss** for such **claim**, in excess of the retention, shall not exceed a percentage equal in proportion to the amount of ownership interest in such real property not owned by **you** and **you** shall be responsible for the remaining percentage of such **loss**;

- MB-H. alleging, arising out of or resulting, directly or indirectly, from any failure of any real or personal property to realize any projected, estimated, represented, warranted or guaranteed economic value at any point in time;
- MB-I. alleging, arising out of or resulting, directly or indirectly, from any commingling of or failure to properly segregate or safeguard funds;
- MB-J. alleging, arising out of or resulting, directly or indirectly, from any unauthorized use of confidential or proprietary information; provided, however, this exclusion shall not apply to any unintentional disclosure of confidential information;
- MB-K. alleging, arising out of or resulting, directly or indirectly, from any **insured** advising others by making promises or guarantees as to the future value of investments; or
- MB-L. alleging, arising out of or resulting, directly or indirectly, from any funding of a mortgage through a warehouse line of credit in **your** name or the name of any entity affiliated with **you**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

REAL ESTATE REGULATORY PROCEEDINGS SUBLIMITS OF LIABILITY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Clause IV., LIMITS OF LIABILITY, is amended by appending the following paragraph to the end of that clause:

RR-A. Notwithstanding anything to the contrary in this policy, with respect to otherwise covered **claims** in the form of proceedings against an **insured** before a state licensing board, local real estate board or governmental regulatory board, **our** total liability:

(1) per day, for the pay of an independent contractor for such proceeding shall be \$**[INSERT AMOUNT]**; and

(2) all **loss** arising from all such **claims** shall be \$**[INSERT AMOUNT]**.

Such sublimits of liability shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and shall in no way serve to increase the Limits of Liability otherwise available under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

REAL ESTATE ENDORSEMENT (OWNED PROPERTY EXCLUSION CARVE-OUT)

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. DEFINITIONS, paragraph J. is deleted in its entirety and replaced with the following:

J. Pollutants means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. DEFINITIONS, paragraph Q., "**wrongful act**" is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
3. false arrest, detention or imprisonment; or
4. wrongful entry or eviction, or other invasion of the right of private occupancy.

3. In Clause II. DEFINITIONS is amended by appending the following definitions:

RE-A. **Residential property** means a one to four family dwelling in which an **insured** or others reside.

RE-B. **Guaranteed sale listing contract** means a written agreement between the **named insured** and the seller of real property, in which the **named insured** agrees to purchase the seller's real property at a preset price if such real property is not sold in the time frame specified by the agreement.

4. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph S., relating to personal injury, is deleted in its entirety.

5. Clause III. EXCLUSIONS – CLAIMS NOT COVERED is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

- RE-A. alleging, arising out of or resulting, directly or indirectly, from any performance of or failure to perform services as an attorney, insurance agent, insurance broker, mortgage banker, mortgage broker, property developer, builder or construction manager;
- RE-B. alleging, arising out of or resulting, directly or indirectly, from any formulation, promotion, syndication, offer, sale or management of any limited partnership, general partnership, real estate investment trust or other security, including any interest therein;
- RE-C. alleging, arising out of or resulting, directly or indirectly, from any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;
- RE-D. alleging, arising out of or resulting, directly or indirectly, from any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;
- RE-E. alleging, arising out of or resulting, directly or indirectly, from any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of real property; provided, however, this exclusion shall not apply to any otherwise covered **claim** for a **wrongful act** in the rendering or failing to render **professional services** in connection with:
- (i) the sale or leasing of real property in which the combined ownership interest of all **insured's** hereunder was, at the time of sale or lease, less than fifteen percent (15%);
 - (ii) the sale of **residential property** by an **insured** who is the owner of such **residential property** for more than three hundred and sixty-five (365) days and all of the following conditions are met in connection with such sale:
 - (a) a seller disclosure form was signed by the **insured** and acknowledged in writing by the buyer prior to closing;
 - (b) a written home inspection report is issued by a third party home inspector accredited by a recognized state or regional home inspection association and who maintains an errors and omissions policy with a minimum per claim limit of liability of \$1,000,000;
 - (c) a zone disclosure report which identifies flood hazard designation, earthquake hazard zones, (including but not limited to liquefaction, landslide and flood inundation), environmental hazards, fire hazards and fire responsibility areas, and Mello-Roos Facilities Districts (in California) must be issued by an accredited property disclosure company who maintains an errors and omissions policy with a minimum per claim limit of liability of \$1,000,000;
 - (d) the current state or local board approved standard sales contract was utilized; and

- (e) a state approved home warranty policy was purchased by the buyer prior to closing;
 - (iii) the sale of an **insured's residential property** by an **insured** who is not the owner of such **residential property** provided that the **residential property** owner was not the selling, listing or closing agent; or
 - (iv) the sale of real property one hundred percent (100%) owned by the **named insured** at the time of sale if all of the following conditions are met:
 - (a) the property was acquired by the **named insured** under a **guaranteed sale listing contract**; and
 - (b) from the date of acquisition to the date of resale:
 - (1) the title to the property was held by the **named insured** for less than twelve (12) months; and
 - (2) the property was continually offered for sale by the **named insured**; or
- RE-F. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE** is amended by adding the following at the end thereof:

SP-A. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (1) the lawful spouse of such **insured**, or (2) a property interest of such spouse, and such **claim** arises from any alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against the spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** against the estates, heirs or legal representatives of any deceased **insured**, and the legal representatives of any **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

STRUCTURED SETTLEMENT BROKER SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that:

1. Clause II. **DEFINITIONS**, paragraph K., "**professional services**" is hereby amended by appending the following:

"Professional services" also means **structured settlement broker services**.

2. Clause II. **DEFINITIONS** is amended to include the following paragraph at the end of that Clause:

SS-1. **Structured settlement broker services** means the negotiation of the arrangement for periodic payments of damages established by a settlement or judgment in the resolution of a tort claim where the payment of such settlement award or judgment is made in whole, or in part, by the use of an annuity or of a United States Treasury obligation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TECHNOLOGY SERVICES COVERAGE ENDORSEMENT
STATE OF ARKANSAS**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II., **DEFINITIONS**, paragraph K., is amended to by adding the following to the end of that paragraph:

“Professional services,” shall also mean: (1) the performance of **your technology services**; or (2) the creation, manufacture, development, distribution, license, lease or sale of **your technology products**.

2. Clause II. **DEFINITIONS** is amended to include the following terms at the end of that Clause:

TS-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or a **denial of service attack** that:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages, or prevents, restricts, or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on **your computer system**; or
- (3) results in **identity theft**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at you or generally distributed, and regardless of whether the perpetrator is motivated for profit.

The terms referenced above are defined as follows:

TS-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.

TS-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system’s** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled. Provided, however a depletion in **your computer system’s** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

- TS-D. **Identity theft** means the misappropriation of personal identity information of **your** customers, members or employees that is stored on **your computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in, the wrongful or fraudulent use of such information.
- TS-E. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."
- TS-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an Internet site, or other persons.
- TS-G. **Technology product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, specifically designed or intended for use in connection with any **technology service**, that is created, manufactured, developed, distributed, licensed, leased or sold by **you** or for **you** by others acting under **your** trade name, to others for compensation.
- TS-H. **Technology service** means any computer or electronic information technology service performed by **you** or for **you** by others acting under **your** trade name, for others for compensation; including, but not limited to:
- (1) systems analysis,
 - (2) systems programming,
 - (3) data processing,
 - (4) system integration,
 - (5) outsourcing development and design,
 - (6) management, repair and maintenance of computer products, networks and systems,
 - (7) training in the use of any **technology product**, and
 - (8) technology consulting services.
- TS-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

TS-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

TS-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or any **subsidiary**.

3. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**, **we** shall not cover **claims**:

TS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;

TS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**;

TS-C. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

TS-D. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**;

TS-E. arising out of or resulting, directly or indirectly, from any satellite failure;

TS-F. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**; or

TS-G. alleging, arising out of or resulting, directly or indirectly, from any:

- (1) explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused; or
- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TECHNOLOGY SERVICES COVERAGE ENDORSEMENT
(SCHEDULED ENTITIES) – STATE OF ARKANSAS**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause I., **INSURING AGREEMENTS**, is hereby amended by appending the following to the end of that Clause

For purposes of this technology services coverage endorsement only, the reference to “**your wrongful acts**” in the insuring agreement shall be replaced with the following: “a **scheduled entity’s wrongful act**”.

2. Clause II., **DEFINITIONS**, paragraph K., is amended to by adding the following to the end of that paragraph:

“**Professional services**,” shall also mean the following, but only if performed by one the entities listed in paragraph 5. below (“**scheduled entities**”): (1) the performance of **your technology services**; or (2) the creation, manufacture, development, distribution, license, lease or sale of **your technology products**.

3. Clause II., **DEFINITIONS**, paragraph Q., for purposes of this technology services coverage endorsement only, is hereby deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in a **scheduled entity’s** performance of **professional services**.

4. Clause II. **DEFINITIONS** is amended to include the following terms at the end of that Clause:

TS-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or a **denial of service attack** that:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages, or prevents, restricts, or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on **your computer system**; or
- (3) results in **identity theft**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at you or generally distributed, and regardless of whether the perpetrator is motivated for profit.

The terms referenced above are defined as follows:

- TS-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.
- TS-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled. Provided, however a depletion in **your computer system's** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.
- TS-D. **Identity theft** means the misappropriation of personal identity information of **your** customers, members or employees that is stored on **your computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in, the wrongful or fraudulent use of such information.
- TS-E. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."
- TS-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an Internet site, or other persons.
- TS-G. **Technology product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, specifically designed or intended for use in connection with any **technology service**, that is created, manufactured, developed, distributed, licensed, leased on **your** behalf by a **scheduled entity** to others for compensation.
- TS-H. **Technology service** means any computer or electronic information technology service performed on **your** behalf by a **scheduled entity** for others for compensation, including, but not limited to:
- (1) systems analysis,
 - (2) systems programming,

- (3) data processing,
- (4) system integration,
- (5) outsourcing development and design,
- (6) management, repair and maintenance of computer products, networks and systems,
- (7) training in the use of any **technology product**, and
- (8) technology consulting services.

TS-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

TS-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

TS-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or any **subsidiary**.

5. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of a **wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**, **we** shall not cover **claims**:

TS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;

TS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**;

TS-C. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

TS-D. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**;

TS-E. arising out of or resulting, directly or indirectly, from any satellite failure;

TS-F. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**; or

TS-G. alleging, arising out of or resulting, directly or indirectly, from any:

(1) explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused; or

(2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

6. **"Scheduled entities"** means the following entities:

- A. [INSERT LEGAL NAME OF ENTITY];
- B. [INSERT LEGAL NAME OF ENTITY];
- C. [INSERT LEGAL NAME OF ENTITY];
- D. [INSERT LEGAL NAME OF ENTITY];

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**DISCRIMINATION EXCLUSION AMENDATORY ENDORSEMENT
(TENANT DISCRIMINATION DEFENSE COVERAGE WITH SUBLIMIT OF LIABILITY)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph F. is deleted in its entirety and replaced with the following:

- F. arising out of any employment practices liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy; provided, however **we** shall defend any **suit** for **your wrongful act** in rendering or failing to render **professional services** that alleges discrimination against a tenant by **you**, until there is a judgment, final adjudication, adverse admission or finding of fact against any **insured** as to such conduct at which time **you** shall reimburse **us** for **claim expenses**; provided that coverage for all **loss** arising out of all otherwise covered **suits** alleging discrimination of a tenant shall be subject to an aggregate sublimit of liability for the policy of \$**[INSERT AMOUNT]**, which shall be part of, and not in addition to, the Limit of Liability set forth in Item 3. of the Declarations;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

THIRD PARTY ADMINISTRATOR ENDORSEMENT

In consideration of the premium charged, it is hereby understood that the policy is amended as follows:

1. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph E. is deleted in its entirety and replaced with the following:

E. arising out of breach of fiduciary duty, responsibility or obligation in connection with any of the employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein; provided, however, this exclusion only applies in regard to such plans if they are sponsored by any **insured** for the benefit of any **insured's** employees;

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by appending the following paragraph at the end thereof:

We shall not cover claims:

TP-A. alleging, arising out of or resulting, directly or indirectly, from any intentional refusal or failure to pay, intentional delay in paying benefits due or lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan; provided, however, if such allegations are subsequently disproven by a final adjudication favorable to the **insured**, then **we** shall reimburse the **insured** for all reasonable and necessary **claim expenses** which would have been collectible under this policy;

TP-B. alleging, arising out of or resulting, directly or indirectly, from any participation in, design and/or solicitation of an structured settlement proposal.

TP-C. alleging, arising out of or resulting, directly or indirectly, from any of **your** recommending or rendering of investment advice, whether direct or indirect, with respect to any monies or property of employee benefit or employee pension plans;

TP-D. alleging, arising out of or resulting, directly or indirectly, from any commingling of or failure to properly segregate or safeguard funds of an employee benefit or employee pension plan;

TP-E. alleging, arising out of or resulting, directly or indirectly, from any recommendation, approval or disapproval of any plan assets;

TP-F. alleging, arising out of or resulting, directly or indirectly, from any advice and/or selection of an investment manager, investment advisory or custodial firm by **you**;

TP-G. alleging, arising out of or resulting, directly or indirectly, from any express warranties or guarantees as to the future value of investments or specified rate of return or interest; or

TP-H. alleging, arising out of or resulting, directly or indirectly, from any failure of any investments to perform as expected or desired.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

INTERNET MEDIA LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed as follows:

ENDORSEMENT SCHEDULE

Item 1.	Internet Media Liability Sublimit of Liability: \$	
----------------	---	--

1. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded under this endorsement.

2. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS**, Coverage A. is hereby deleted in its entirety and replaced with the following:

A. INTERNET MEDIA LIABILITY COVERAGE

We shall pay on **your** behalf those amounts, in excess of the applicable Retention, **you** or any **additional insureds** are legally obligated to pay, including liability **assumed under contract**, as **damages**, resulting from any **claim(s)** made against **you** or such **additional insured** for **your wrongful act(s)**; provided that such **wrongful act(s)** must occur during the **policy period**, regardless of when such **claim** is made or a **suit** is filed.

3. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS**, paragraphs E., F., Q. and R. are respectively deleted in their entirety and replaced with the following:

E. **First inception date** means the inception date of the first Miscellaneous Professional Liability policy that includes an Internet Media Liability Coverage Endorsement or other liability policy that (i) provides or provided the same or essentially the same coverage as this endorsement and (ii) was issued by **us** or any other member company of AIG to the **named insured** and continually renewed by **us** or any other AIG member company until the inception date of this policy.

F. **Loss** means the total sum of **damages** and **claim expenses**. **"Claim expenses," "damages"** and **"loss"** shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured** or such **insured's** employees; (2) production costs or the cost of recall, reproduction, reprinting or correction of material by any person or entity; (3) **your** cost of providing, correcting or re-performing or completing any professional services; (4) any costs or expenses incurred by any person or entity to withdraw or recall material, media, medium (including CD's, DVD's, cassettes and LP's), products (including products of others which incorporate **your** products) or professional services from the marketplace, or from loss of use arising out of such withdrawal or recall; (5) civil or criminal fines or penalties imposed against **you**; (6) taxes imposed

against **you**; (7) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (8) the costs and expenses of complying with any injunctive or other form of equitable relief; (9) the monetary value of any electronic fund transfer or transaction by an **insured** or on **your** behalf, which is lost or diminished during transfer into, out of or between an **insured's** accounts; (10) liquidated damages; and (11) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Q. Wrongful act means, solely in the display of **Internet media**, any actual or alleged act, error, omission, breach of duty, misstatement or misleading statement by **you**, first occurring during the **policy period**, which results in a **covered peril**.

R. You or your means:

1. the **named insured**;
 2. any **subsidiary** of the **named insured**, but only with respect to **wrongful acts** which occur while it is a **subsidiary** and is otherwise covered by this policy;
 3. any past, present or future officer, director, trustee or employee of the **named insured** or **subsidiary** thereof (and in the event the **named insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of their duties as such; and
 4. any **additional insured**, but only while acting within the scope of his or her duties as such in the provision of **content** for an **organization**.
4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

IM-A. Advertising means the material in any publicity or promotion including branding, co-branding, sponsorships or endorsements.

IM-B. Additional insured shall mean:

- (1) any independent contractors, agents, third-party distributors, licensees and sub-licensees in the provision of **Internet media**, but solely where an **organization** has, prior to the commission of a **wrongful act**, expressly agreed in writing to indemnify and defend such third party of and from liability arising out of such **wrongful act**; and
- (2) any other persons or entities who provide **Internet media** and who are listed as an "**additional insured**" by endorsement to this policy.

IM-C. Assumed under contract means liability for **damages** from a **wrongful act** where such liability has been assumed by **you** in the form of a written hold harmless or indemnity agreement that predates the first such **wrongful act**.

IM-D. Computer attack means **unauthorized access, unauthorized use, receipt or transmission of a malicious code or denial of service attack** which:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on a **computer system**; or
- (3) results in **identity theft**.

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

IM-E. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

IM-F. Content means written, printed, video, electronic, digital, or digitized material, including **advertising**, images, music, descriptions, and information.

“**Content**” does not include:

- (1) the actual goods, products or services described, illustrated or displayed in media **content**;
- (2) any software or code that is intended to: (i) control the functioning of computer hardware or electronic controls, or (ii) process data or information; or
- (3) **your** trademark(s) or trade name.

IM-G. Covered peril means any of the following, with respect to the display of **Internet media**:

- (1) infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark or service name including without limitation, infringement of domain name, deep-linking or framing; plagiarism, piracy or misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information; or any alleged violation of Section 43(a) of the Lanham Act or any similar state statutes; including without limitation unfair competition in connection with a **claim** for **damages** in connection with such conduct;
- (2) form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel; including without limitation, unfair competition, emotional distress or mental anguish in connection with a **claim** for **damages** in connection with such conduct; or
- (3) form of invasion, infringement or interference with rights of privacy or publicity, including without limitation, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; including without limitation, emotional distress or mental anguish in connection with a **claim** for **damages** in connection with such conduct.

IM-H. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such computer system’s capacity, and prevents those who are authorized to do

so from gaining access to such computer system in a manner in which they are legally entitled.

- IM-I.** Each **loss** means all **loss** arising out of a single display of **Internet media**, or multiple displays of **Internet media**, on one or more dates relating to the same subject, person or class of persons, without regard to the number of repetitions, modifications, alterations or forms of such display of **Internet media**.
- IM-J.** **Identity theft** means the misappropriation of personal identity information of customers or members that is stored on a **computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in the wrongful or fraudulent use of such information.
- IM-K.** **Internet** means the worldwide public network of computers commonly known as the **Internet**, as it currently exists or may be manifested in the future.
- IM-L.** **Internet media** means: (1) **content on your Internet site**; or (2) **content** created by **you** that is displayed on an **Internet site**.
- IM-M.** **Internet site** means a collection of web pages that are organized and linked together and enable a computer or computer technology user to retrieve material stored on one or more servers.
- IM-N.** **Insured** means each of **you** and any **additional insured**.
- IM-O.** **Malicious code** means an unauthorized corrupting or harmful piece of code. Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."
- IM-P.** **Organization** means (1) the **named insured**; and (2) each **subsidiary**.
- IM-Q.** **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to the **Internet site**, or other persons.
- IM-R.** **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.
- IM-S.** **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.
- IM-T.** **Web log** means any diary, commentary, or observation published on an **Internet site**
- IM-U.** **Your Internet site** means an **Internet site** designated by a domain name owned or licensed by **you**.
5. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, A. (dishonesty exclusion), H. (intellectual property), I. (false **advertising**),

J. (regulatory exclusion), K. (contractual liability), R. (**retroactive date**) and S. (personal injury) are deleted in their entirety.

6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

We shall also not cover claims:

IM-A. alleging, arising out of or resulting, directly or indirectly, from:

- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions;
- (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; provided, however, this Subparagraph IM-A.(3) shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**; or
- (4) arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control;

IM-B. alleging, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or of **your privacy policy**, or gaining of any profit or advantage to which **you** or any **additional insured** is not legally entitled, if any of the aforementioned is committed by any of **your** or any **additional insured's**:

- (1) directors, officers, trustees, governors, management committee members, members of the management board or partners (or the equivalent positions), whether acting alone or in collusion with other persons; or
- (2) employees (other than those referenced in sub-paragraph IM-B(1) above) or independent contractors employed by **you** or any **additional insured** if any of those referenced in sub-paragraph IM-B(1) above possessed, at any time, knowledge of any dishonest, fraudulent, malicious, or criminal acts committed by such employee or independent contractor that caused a direct loss to an **insured** or any other person;

IM-C. alleging, arising out of or resulting, directly or indirectly, from any satellite failure;

IM-D. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's**

fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

- IM-E. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive **advertising** or misrepresentation in **advertising** of **your** products or services, or (2) unfair competition based on such **advertising**, including, but not limited to, **advertising** related violations of any local, state or federal consumer protection or privacy laws;
- IM-F. alleging, arising out of or resulting, directly or indirectly, from any false arrest, detention or imprisonment, wrongful entry or eviction of any physical premises, or malicious prosecution;
- IM-G. against **you** that is brought by or on behalf of:
- (1) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), the Federal Communications Commission ("FCC") or any other federal, state or local government agency, or foreign government agency; or
 - (2) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;
- IM-H. alleging, arising out of or resulting, directly or indirectly, from: (1) accounting practices or the determination of contingent compensation; or (2) licensing fees or royalties ordered, directed or agreed to be paid by you pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, title, slogan, trademark, trade name, trade dress, service mark, service name, or other protected property right;
- IM-I. alleging, arising out of or resulting, directly or indirectly, from any patent infringement or theft, copying, misappropriation, display or publication of any trade secret, or from any infringement of copyright, trademark or servicemark of software or software technology;
- IM-J. against **you** by any independent contractor, joint venturer, venture partner, any employee of the forgoing or any employee of **you** alleging, arising out of or resulting, directly or indirectly, from disputes over the: (1) ownership or exercise of rights in **content**, including without limitation, **Internet media**; or (2) services supplied by such independent contractor, joint venturer, venture partner or employee;
- IM-K. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged **computer attack**;
- IM-L. alleging, arising out of or resulting, directly or indirectly, from any liability or obligation under any contract or agreement or out of any breach of contract;

however, this exclusion does not apply to: (1) liability or obligation **you** would have in the absence of such contract or agreement; or (2) liability to an **additional insured** agreed to in accordance with subparagraph (1) of the definition of **additional insured**; or (3) liability **assumed under contract**.

IM-M. alleging, arising out of or resulting, directly or indirectly, from antitrust violations, restraint of trade, unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; or any regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (a) similar to the foregoing laws or (b) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law; provided, however, this sub-paragraph shall not apply to unfair competition for which coverage may be provided pursuant to the definition of **covered peril**;

IM-N. alleging, arising out of or resulting, directly or indirectly, from any **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** where the first such **wrongful act** first occurs prior to the inception of or subsequent to the termination of the **policy period**;

IM-O. alleging, arising out of or resulting, directly or indirectly, from any display or creation of **Internet media** for or on behalf of others; provided, however, that this shall not apply to the display of **advertising on your Internet site**;

IM-P. alleging, arising out of or resulting, directly or indirectly, from the uploading or downloading of digitized music, movies, software or video games by persons who allegedly or actually failed to obtain valid licenses with respect to such music, movies, software or video games; or

IM-Q. alleging, arising out of or resulting, directly or indirectly from any **content** that individuals post on a **web log**; provided, however, this exclusion shall not apply to content (a) on **your Internet site** or any **Internet site** hosted by **you** that has been reviewed and approved prior to posting by legal counsel qualified and versed in clearance procedures for media or (b) that **you** or individuals acting under **your** direction post on a **web log** on any **Internet site** and has been reviewed and approved prior to posting by legal counsel qualified and versed in clearance procedures for media.

7. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY**, is hereby amended by appending the following:

IM-A. The Internet Media Liability Sublimit of Liability set forth in Item 1. of the Endorsement Schedule is the most **we** shall pay for **loss**, in the aggregate, arising from all **claims** covered under this Endorsement. The Internet Media Liability Sublimit of Liability is part of and subject to the limits of liability set forth in Item 3. of the Declarations.

8. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., "**What You Must Do in**

the Event of a Claim," is amended by deleting the following words in the first sentence: "during the **policy period** or Extended Reporting Period (if applicable)."

9. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph B. **Your Assistance and Cooperation**, is amended by appending the following at the end of such paragraph:
 4. Each **insured** shall take such actions that, in such **insured's** reasonable judgment, are deemed necessary and practicable to prevent, discontinue or limit the utterance or dissemination of material that is erroneous, false or untrue.
10. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraphs J. and K. do not apply to coverage afforded under this endorsement
11. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, is hereby amended by appending the following:

IM-A. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (a) the lawful spouse of such **insured**; or (b) a property interest of such spouse, and such **claim** arises from any actual or alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of any deceased natural person **insured**, and the legal representatives of any natural person **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

IM-B. EACH LOSS

This endorsement shall afford coverage solely to **each loss** arising out of a **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** where the first such **wrongful act** first occurs during the **policy period**. A single Retention amount shall apply to **each loss** covered under this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

INTERNET PROFESSIONAL SERVICES COVERAGE EXTENSION ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed as follows:

ENDORSEMENT SCHEDULE

Item 1.	Internet Professional Services Coverage Sublimit of Liability: \$ _____	
Item 2.	Retroactive Date:	
Item 3.	First Inception Date:	
Item 4.	INTERNET PROFESSIONAL SERVICES (covered only if checked)	
(1)	Application service provider (ASP services) , which means providing access to computer applications controlled by you for use by others through the Internet .	<input type="checkbox"/>
(2)	Domain name registration services , which means the following services provided in order to facilitate navigation of the Internet : collecting, processing or maintaining information provided to you which is necessary for registering a domain name; registering a domain name; or accepting or maintaining a record of domain names in a database.	<input type="checkbox"/>
(3)	e-Commerce transaction services , which means the following services provided on behalf of others through the Internet : processing electronic transactions; registering Internet users; or collecting or organizing information provided by Internet users, including demographic and transactional data.	<input type="checkbox"/>
(4)	Electronic exchange and auction services , which means: the electronic matching of third-party buyers and third-party sellers of goods or services through the Internet ; and providing e-commerce transactions services with respect to such buyers and sellers.	<input type="checkbox"/>
(5)	Internet hosting services , which means: housing or maintaining physical control over others' computer file servers connected to the Internet ; or providing storage of others' electronic data on your computer systems connected to the Internet for the purpose of transmitting electronic data through the Internet .	<input type="checkbox"/>
(6)	Internet media services , which means: the electronic publishing or display of material (including advertising) on an Internet site; or providing or maintaining of: instant messaging, web-conferencing, webcasting, Internet -based electronic mail, online forums, bulletin boards, list-serves or chat rooms.	<input type="checkbox"/>
(7)	Internet service provider (ISP services) , which means providing direct access to the Internet .	<input type="checkbox"/>
(8)	Managed and network security services , which means: reviewing, analyzing or consulting with respect to written security policies intended to prevent a computer attack ; analyzing, testing or monitoring the security infrastructure or vulnerabilities of computer systems ; implementing, managing or maintaining security ; providing content filtering security ; providing security patch	<input type="checkbox"/>

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

administration; providing security audits; or preparing security assessment reports.	
(9) Public Key Infrastructure Services , which means: developing, implementing or managing public key infrastructure; registering, authenticating or validating the identities of users of public key infrastructure; issuing or managing electronic security credentials or digital certificates for message encryption; monitoring or maintaining the integrity or security of electronic information transmitted using public key infrastructure.	<input type="checkbox"/>
(10) Search engine services , which means providing search or navigational computer applications to allow others to locate electronic data through the Internet .	<input type="checkbox"/>
(11) Web portal services , which means organizing, aggregating or providing access to electronic data, material or any service described above (that has been selected and checked in this endorsement) in this definition, through an Internet site commonly known as a "web portal."	<input type="checkbox"/>

1. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **Internet professional services**, Clause II. **DEFINITIONS**, paragraphs E., F., and M. are respectively deleted in their entirety and replaced with the following:

E. First inception date means the inception date set forth in Item 3. of the Endorsement Schedule.

F. Loss means the total sum of **damages** and **claim expenses**. "**Claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured** or such **insured's** employees; (2) production costs or the cost of recall, reproduction, reprinting or correction of material by any person or entity; (3) **your** cost of providing, correcting or re-performing or completing any professional services; (4) any costs or expenses incurred by any person or entity to withdraw or recall material, media, medium (including CD's, DVD's, cassettes and LP's), products (including products of others which incorporate **your** products) or professional services from the marketplace, or from loss of use arising out of such withdrawal or recall; (5) civil or criminal fines or penalties imposed against **you**; (6) taxes imposed against **you**; (7) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (8) the costs and expenses of complying with any injunctive or other form of equitable relief; (9) the monetary value of any electronic fund transfer or transaction by an **insured** or on **your** behalf, which is lost or diminished during transfer into, out of or between an **insured's** accounts; (10) liquidated damages; and (11) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

M. Retroactive date means the date set forth in Item 2. of the Endorsement Schedule.

2. Clause II. **DEFINITIONS**, paragraph K., **professional services**, is amended by appending the following to the end of that paragraph:

Professional services also means **Internet professional services**.

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

3. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **Internet professional services**, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

IP-A. Computer attack means **unauthorized access, unauthorized use**, receipt or transmission of a **malicious code** or **denial of service attack** which:

(1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**;

(2) results in the disclosure of private or confidential information stored on a **computer system**; or

(3) results in **identity theft**.

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

IP-B. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

IP-C. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such computer system's capacity, and prevents those who are authorized to do so from gaining access to such computer system in a manner in which they are legally entitled. Provided, however, that depletion in **your computer system's** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

IP-D. Internet means the worldwide public network of computers commonly known as the **Internet**, as it currently exists or may be manifested in the future.

IP-E. Identity theft means the misappropriation of personal identity information of customers or members that is stored on a **computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in the wrongful or fraudulent use of such information.

IP-F. Internet professional services means any of the services defined, selected and checked in Item 4. of the Endorsement Schedule, which **you** provide to others.

IP-G. Malicious code means an unauthorized corrupting or harmful piece of code. Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

IP-H. Organization means (1) the **named insured**; and (2) each **subsidiary**.

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

IP-I. Privacy policy means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to the **Internet** site, or other persons.

IP-J. Security means hardware, software or firmware whose function or purpose is to mitigate loss from or prevent a **computer attack**. **Security** includes, without limitation, firewalls, filters, DMZ's, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users. **Security** also includes **your** specific written policies and procedures intended to directly prevent the theft of a password or access code by non-electronic means.

IP-K. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

IP-L. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

IP-M. Your computer system means a **computer system** under the ownership, operation or control of an **organization**.

4. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, I. (false advertising), J. (regulatory exclusion) and S. (personal injury) are deleted in their entirety.

5. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **Internet professional services**, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

We shall also not cover claims for your wrongful act in rendering or failing to render Internet professional services:

IP-A. alleging, arising out of or resulting, directly or indirectly, from:

- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions;
- (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; provided, however, this subparagraph IP-A.(3) shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**; or
- (4) arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control in the provision of **Internet professional services**;

IP -B. alleging, arising out of or resulting, directly or indirectly, from any satellite failure;

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

- IP-C. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- IP-D. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive advertising or misrepresentation in advertising of **your** products or services, or (2) unfair competition based on such advertising, including, but not limited to, advertising related violations of any local, state or federal consumer protection or privacy laws;
- IP-E. alleging, arising out of or resulting, directly or indirectly, from any: (1) false arrest, detention or imprisonment; (2) libel, slander or defamation of character; (3) wrongful entry or eviction of any physical premises; (4) malicious prosecution; or (5) invasion of any right of privacy;
- IP-F. against **you** that is brought by or on behalf of:
 - (1) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), the Federal Communications Commission ("FCC") or any other federal, state or local government agency, or foreign government agency; or
 - (2) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;
- IP-G. alleging, arising out of or resulting, directly or indirectly, from any antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended;
- IP-H. alleging, arising out of or resulting, directly or indirectly, from an actual or threatened **computer attack to your computer system**;
- IP-I. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**; or
- IP-J. arising out of a **wrongful act** committed with the knowledge that it was a **wrongful act**; or
- IP-K. alleging or arising out of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount.

6. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY**, is hereby amended by appending the following:

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

IP-A. The Internet Professional Services Coverage Sublimit of Liability set forth in Item 1. of the Endorsement Schedule is the most **we** shall pay for **loss**, in the aggregate, arising from all covered **claims** arising out of **your wrongful act** in rendering or failing to render **Internet professional services**. The Internet Professional Services Coverage Liability Sublimit of Liability is part of and subject to the limits of liability set forth in Item 3. of the Declarations.

7. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, is hereby amended by appending the following:

IP-A. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (a) the lawful spouse of such **insured**; or (b) a property interest of such spouse, and such **claim** arises from any actual or alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of any deceased natural person **insured**, and the legal representatives of any natural person **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SECURITY AND PRIVACY LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed as follows:

ENDORSEMENT SCHEDULE

Item 1.	Security and Privacy Liability Sublimit of Liability: \$ _____
Item 2.	Retroactive Date:
Item 3.	Regulatory Action Limit of Liability: \$ _____

1. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded under this endorsement.
2. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS**, paragraph A., **ERRORS AND OMISSIONS**, is hereby deleted in its entirety and replaced with the following:

A. SECURITY AND PRIVACY LIABILITY COVERAGE

We shall pay on **your** behalf those amounts, in excess of the retention, **you** are legally obligated to pay as **damages** resulting from a **claim** first made against **you** or any **additional insured** and reported to **us** during the **policy period** or Extended Reporting Period (if applicable) for **your wrongful act**, but only if such **wrongful act** first occurs on or after the **retroactive date** and prior to the end of the **policy period**.

3. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS**, paragraph B, **DEFENSE**, is hereby amended by appending the following to the end of that paragraph:

IM-A. **Regulatory Actions:** **We** have the right, but not the duty, to defend any **regulatory action**. **We** shall pay for **claim expenses** any **insured** incurs with **our** prior written consent in the defense of a **regulatory action** for covered **wrongful acts**.

4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS**, paragraphs B, E., F., M., O., Q. and R. are respectively deleted in their entirety and replaced with the following:

B. Claim means a demand for money or services, including a **suit** or **regulatory action**, arising from **your wrongful act**.

E. First inception date means the inception date of the first Miscellaneous Professional Liability policy that includes a Security and Privacy Liability Coverage Endorsement or other liability policy that (i) provides or provided the same or essentially the same coverage as this endorsement and (ii) was issued by **us** or any other member

company of AIG to the **named insured** and continually renewed by **us** or any other AIG member company until the inception date of this policy.

- F. Loss** means the total sum of **damages** and **claim expenses**. "**Claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured** or such **insured's** employees; (2) production costs or the cost of recall, reproduction, reprinting or correction of material by any person or entity; (3) **your** cost of providing, correcting or re-performing or completing any professional services; (4) any costs or expenses incurred by any person or entity to withdraw or recall material, media, medium (including CD's, DVD's, cassettes and LP's), products (including products of others which incorporate **your** products) or professional services from the marketplace, or from loss of use arising out of such withdrawal or recall; (5) civil or criminal fines or penalties imposed against **you**; (6) taxes imposed against **you**; (7) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (8) the costs and expenses of complying with any injunctive or other form of equitable relief; (9) the monetary value of any electronic fund transfer or transaction by an **insured** or on **your** behalf, which is lost or diminished during transfer into, out of or between an **insured's** accounts; (10) liquidated damages; and (11) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- M. Retroactive date** means the date set forth in Item 2. of the Endorsement Schedule.
- O. Suit** means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading; provided, however, **suit** shall not include a **regulatory action**. **Suit** includes a binding arbitration proceeding in which **damages** are alleged and to which **you** must submit or do submit with **our** consent.
- Q. Wrongful act** means any actual or alleged negligent act, error or omission that results in a **failure of security** or a **privacy peril**.
- R. You or your** means:
1. the **named insured**;
 2. any **subsidiary** of the **named insured**, but only with respect to **wrongful acts** which occur while it is a **subsidiary** and is otherwise covered by this policy;
 3. any past, present or future officer, director, trustee or employee of the **named insured** or **subsidiary** thereof (and in the event the **named insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of their duties as such; and
 4. any **additional insured**, but only while acting within the scope of his or her duties as such in the provision of **content** for an **organization**.

5. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

SP-A. Application means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other errors and omissions or media liability policy issued by the **insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time. "**Application**" shall also include any statements, information, representations and attachments made, prepared or provided by **you** with respect to any security assessment conducted in connection with or involving a request for insurance under this policy.

SP-B. Additional insured means any natural person or entity (i) that an **organization** has expressly agreed in writing, prior to the commission of a **wrongful act**, to add as an **insured** under this policy, but only for the **wrongful acts** of the **organization**; or (ii) any other person or entity described or listed as such in any endorsement to this policy, and (iii) any employee of any such described or listed entity.

SP-C. Computer attack means **unauthorized access, unauthorized use**, receipt or transmission of a **malicious code** or **denial of service attack** which:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on a **computer system**; or
- (3) results in **identity theft**.

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

SP-D. Class action claim means any **claim** arising out of a **wrongful act** which resulted in a **privacy peril**:

- (1) brought on behalf of a class or putative class of plaintiffs (whether or not certified as such);
- (2) otherwise brought on a representative basis; or
- (3) alleging or arising from the same **wrongful act** or a series of continuous, repeated or related **wrongful acts** as any **claim** described in the preceding subparagraphs SP-D.(1) or SP-D.(2).

SP-E. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

SP-F. Confidential corporate information means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a non-**insured** third party, and which is (i) in **your** care, custody or control; (ii) not available to the general public, and is: (iii) provided to **you** under a mutually agreed to written confidentiality/non-disclosure agreement; or (iv) marked "confidential" or otherwise specifically designated in writing as "confidential" by such third party.

SP-G. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such computer system's capacity, and prevents those who are authorized to do so from gaining access to such computer system in a manner in which they are legally entitled. Provided, however, that depletion in **your computer system's** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

SP-H. Failure(s) of security means:

- (1) the actual failure and inability of the **security** of **your computer system** to mitigate loss from or prevent a **computer attack**; or
- (2) physical theft of hardware or firmware controlled by an **organization** (or components thereof) on which electronic data is stored, by a person other than an **insured**, from a premises occupied and controlled by an **organization**.

"**Failure of security**" shall also include such actual failure and inability above, resulting from the theft of a password or access code from **your** premises, **your** computer system, or an officer, director or **employee** of the **organization** by non-electronic means in direct violation of an **organization's** specific written **security** policies or procedures.

SP-I. Identity theft means the misappropriation of **private information** that has resulted in, or could result in the wrongful or fraudulent use of such information, including without limitation, fraudulently emulating the identity of an individual or corporation.

SP-J. Information holder means a third party that **you** have provided **personally identifiable information** to and with whom **you** have entered into a contract that requires such party to protect such personally identifiable information.

SP-K. Internet means the worldwide public network of computers commonly known as the **Internet**, as it currently exists or may be manifested in the future.

SP-L. Insured means each of **you** and any **additional insured**.

SP-M. Malicious code means an unauthorized corrupting or harmful piece of code. Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

SP-N. Material means content in any form, including written, printed, video, electronic, digital, or digitized content:

(1) in broadcasts, including, but not limited to, television, motion picture, cable, satellite television and radio broadcasts;

(2) in publications, including, but not limited to, newspaper, newsletter, magazine, book and other literary, monograph, brochure, directory, screen play, film script, playwright and video publications;

(3) in advertising; or

(4) displayed on an **Internet** site.

SP-O. Organization means (1) the **named insured**; and (2) each **subsidiary**.

SP-P. Personally identifiable information means any of the following in **your** care, custody or control: (1) information from which an individual may be uniquely and reliably identified or contacted, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, account histories and passwords; (2) information concerning an individual that would be considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations; and (3) information concerning an individual that would be considered "protected health information" within Health Insurance Portability and Accountability Act of 1996 (as amended) and its implementing regulations.

SP-Q. Privacy peril means any actual or alleged:

(1) unauthorized disclosure by **you** of **private information** or failure by **you** to protect **private information** from misappropriation, including, without limitation, any unintentional violation of **your privacy policy** or misappropriation that results in **identity theft**;

(2) failure by an **information holder** to protect **personally identifiable information** from misappropriation, provided that any failure to protect such information shall not include any intentional, dishonest, fraudulent, criminal or malicious act, error or omission if committed by:

(i) the **information holder**;

(ii) any elected or appointed officer, or director of the **information holder**;
or,

(iii) any employee (other than officers) or independent contractors

employed by an **information holder** if any elected or appointed officer of an **information holder** possessed, at any time, knowledge of the intentional, dishonest, fraudulent, criminal or malicious act committed by such employee or independent contractor that caused a direct loss to an **insured** or any other person.

(3) failure by **you** to disclose or warn of an actual or potential **identity theft**, but only if such **identity theft** resulted directly from SP-Q.(1) or SP-Q.(2) above; or

(4) violation of any federal, state, foreign or local privacy statute alleged in connection with a **claim** for **damages** from SP-Q.(1), SP-Q.(2) or SP-Q.(3) above.

SP-R. Privacy policy means the organization's policies and practices intended to protect the confidentiality of **private information**, including without limitation, statements in written or electronic form regarding the collection, dissemination or treatment of **personally identifiable information**.

SP-S. "Private information" means:

(1) **personally identifiable information**; or

(2) **confidential corporate information**.

SP-T. Regulatory action means a request for information, civil investigative demand or civil proceeding commenced by service of a complaint or similar pleading, brought by, or on behalf of, a governmental agency that alleges a **privacy peril** as defined in sub-paragraph SL (g)(4) of the definition of **privacy peril**, which may reasonably be expected to give rise to a covered suit.

SP-U. Security means hardware, software or firmware whose function or purpose is to mitigate loss from or prevent a **computer attack**. **Security** includes, without limitation, firewalls, filters, DMZ's, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users. **Security** also includes **your** specific written policies and procedures intended to directly prevent the theft of a password or access code by non-electronic means.

SP-V. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

SP-W. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

SP-X. Your computer system means a **computer system** under the ownership, operation or control of an **organization**.

6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, A. (dishonesty exclusion), H. (intellectual property), I. (false advertising), J. (regulatory exclusion), K(contract liability) and S. (personal injury) are deleted in their entirety.
7. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

We shall also not cover claims:

SP-A. alleging, arising out of or resulting, directly or indirectly, from:

- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions;
- (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; provided, however, this subparagraph SL-A.(3) shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**; or
- (4) arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control;

SP-B. alleging, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or of **your privacy policy**, or gaining of any profit or advantage to which **you** or any **additional insured** is not legally entitled, if any of the aforementioned is committed by any of **your** or any **additional insured's**:

- (1) directors, officers, trustees, governors, management committee members, members of the management board or partners (or the equivalent positions), whether acting alone or in collusion with other persons; or
- (2) employees (other than those referenced in sub-paragraph SL-P.(1) above) or independent contractors employed by **you** or any **additional insured** if any of those referenced in sub-paragraph SL-P.(1) above possessed, at any time, knowledge of any dishonest, fraudulent, malicious, or criminal acts committed by such employee or independent contractor that caused a direct loss to an **insured** or any other person;

- SP-C. alleging, arising out of or resulting, directly or indirectly, from any satellite failure;
- SP-D. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- SP-E. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive advertising or misrepresentation in advertising of **your** products or services, or (2) unfair competition based on such advertising, including, but not limited to, advertising related violations of any local, state or federal consumer protection or privacy laws;
- SP-F. alleging, arising out of or resulting, directly or indirectly, from any: (1) false arrest, detention or imprisonment; (2) libel, slander or defamation of character; (3) wrongful entry or eviction of any physical premises; or (4) malicious prosecution;
- SP-G. against **you** that is brought by or on behalf of:
- (1) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), the Federal Communications Commission ("FCC") or any other federal, state or local government agency, or foreign government agency, provided that, in accordance with subparagraph I.B.IM-A. of the policy but not withstanding subparagraphs (5) and (6) of the definition of "**loss**," shall not apply to any **claims expenses** arising out of a covered **regulatory action**; or
 - (2) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;
- SP-H. alleging, arising out of or resulting, directly or indirectly, from any antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; or any regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (a) similar to the foregoing laws or (b) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;
- SP-I. alleging, arising out of or resulting, directly or indirectly, from any infringement of any patent, copyright, trademark, trade dress, trade name, or service mark;

- SP-J. alleging, arising out of or resulting, directly or indirectly, from any misappropriation of any trade secret by, or with active cooperation, participation, or assistance of, any **insured**, any of **your** former employees, subsidiaries, directors, officers, partners, trustees, or any of **your** successors or assignees;
- SP-K. alleging, arising out of or resulting, directly or indirectly, from any **failure of security** occurring prior to the **first inception date** if, as of the **first inception date**, **you** knew or could have reasonably foreseen that such **failure of security** did or would result in a **claim** against **you**;
- SP-L. alleging, arising out of or resulting, directly or indirectly, from any of the following:
- (1) any shortcoming in **security** that **you** knew about prior to the inception of this policy;
 - (2) **your** failure to take reasonable steps, to use, design, maintain and upgrade **your security**; or
 - (3) the inability to use, or lack of performance of, software: (a) due to expiration, cancellation, or withdrawal of such software; (b) that has not yet been released from its development stage; or (c) that has not passed all test runs or proven successful in applicable daily operations;
- SP-M. arising out of liability **you** assume under any contract or agreement, including but not limited to, any contract price, cost guarantee or cost estimate being exceeded; however, this exclusion does not apply to: (1) liability **you** would have in the absence of such contract or agreement; or (2) with respect to a **privacy peril**, any liability or obligation under a confidentiality or non-disclosure agreement; or
- SP-N. with respect to a **privacy peril**, alleging, arising out of or resulting, directly or indirectly, from:
- (1) the collection of **private information**, including, without limitation (i) such collection by means of electronic "cookies", "spiders", spybots, spambots, spyware, adware, wire-tapping, **malicious code**, key-stroke logging, tracking devices, radio frequency identification tags (RFID tags), bugging or video camera; or (ii) the failure to provide adequate notice regarding: (i) the purposes for which the **private information** is collected and used; (ii) contact information for inquiries or complaints; (iii) those parties to which the **private information** could be disclosed to; (iv) "opt out" choices of the individual or entity from whom **you** are collecting the **private information**; and (v) the means **you** offer for limiting use or disclosure of the **private information**; provided, however, that this exclusion shall not apply to any otherwise covered **claim** for a **wrongful act** that resulted in a **privacy peril**.

- (2) the integrity of **private information**, including whether the **private information** is: (i) relevant and reliable for the purpose for which it is collected or to be used; (ii) accurate; (iii) complete; or (iv) current;
 - (3) **your** provision of, or failure to provide, access to **private information** to those individuals or entities with an actual or alleged right to such access, including, without limitation, failing to provide an individual or entity the ability to correct, amend or delete **private information**;
 - (4) **your** distribution of unsolicited marketing, e-mail or advertising, including without limitation unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" **Internet** advertising or fax-blasting, direct mailing or telemarketing; provided, however, this exclusion shall not apply to any **claim** for a **wrongful act** that resulted in a **privacy peril**; or
 - (5) **your** distribution, creation, exhibition, performance, preparation, printing, production, publication, release, display, research or serialization of any **material**, including without limitation, any such **claim** covered under any media liability insurance.
8. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY**, is hereby amended by appending the following:

SP-A. The Security and Privacy Liability Sublimit of Liability set forth in Item 1. of the Endorsement Schedule is the most **we** shall pay for **loss**, in the aggregate, arising from all **claims** covered under this Endorsement. The Security and Privacy Liability Sublimit of Liability is part of and subject to the limits of liability set forth in Item 3. of the Declarations.

The **regulatory action limit of liability** set forth in Item 3. of the Endorsement Schedule is the most **we** will pay as **claims expenses** under this policy, in the aggregate, for all **regulatory actions** combined, regardless of the number of persons, occurrences, regulatory actions or entities covered by this policy, or claimants or regulatory actions brought against any insured. The **regulatory action limit of liability** is part of and subject to the limits of liability set forth in Item 3. of the Declarations.

7. Solely with respect to the coverage afforded under this endorsement, Clause V. **RETENTION**, is hereby amended by appending the following to the end of that Clause:

SPECIAL CLASS ACTION RETENTION

For each **class action claim** arising out of a **wrongful act(s)** which resulted in a **privacy peril**, the **insurer** shall only be liable for the amount of **loss** arising from such **class action claim** that exceeds the applicable Retention amount for such **claim**. Accordingly, the Retention amount for each **class action claim** shall be the greater of one hundred thousand dollars (\$100,000) or two hundred percent (200%) of the

Retention amount set forth in Item 4. of the Declarations.

8. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, is hereby amended by appending the following:

SL-A. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (a) the lawful spouse of such **insured**; or (b) a property interest of such spouse, and such **claim** arises from any actual or alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of any deceased natural person **insured**, and the legal representatives of any natural person **insured**, in the event of incompetence, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

9. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph N., Declarations, is hereby deleted in its entirety and replaced with the following:

N. Declarations

By accepting this policy, **you** agree that the statements in the **application** and Declarations are true, and they are **your** agreements and representations. This policy is issued in reliance upon the truth of those representations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

TWO YEAR POLICY PERIOD ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

- Item 2. of the Declarations, "Policy Period," is deleted in its entirety and replaced with the following:

Item 2. **Policy Period:**

- (a) **Policy Year One:** From **XXXXXX** to **XXXXXX**
at 12:01 A.M. standard time at the address of the **named insured** as stated above.
- (b) **Policy Year Two:** From **XXXXXX** to **XXXXXX**
at 12:01 A.M. standard time at the address of the **named insured** as stated above.

- Item 5. of the Declarations, "Premium," is deleted in its entirety and replaced with the following:

5	PREMIUM	
5(a)	TWO YEAR PREMIUM PREPAID FOR ALL COVERAGES COMBINED:	\$ Total Second Year Prepaid Premium + \$ Surcharge State Abbr Surcharge (if applicable)
5(b)	TWO YEAR INSTALLMENTS FOR ALL COVERAGES COMBINED (payable each anniversary subject to this endorsement):	Policy Year One: \$XXXXXX Policy Year Two: \$XXXX

- Item 3. of the Declarations, "Limits of Liability (inclusive of claim expenses)," is deleted in its entirety and replaced with the following:

Item 3. **Limits of Liability (inclusive of claim expenses)**

- (a) for all **claims** made during **Policy Year One** **\$XXXX** each **wrongful act**
\$XXXX aggregate
- (b) for all **claims** made during **Policy Year Two** **\$XXXX** each **wrongful act**
\$XXXX aggregate

(c) for all **claims** made during **Policy Year One** **\$XXXX**

and **Policy Year Two**

4. In Clause I. **INSURING AGREEMENTS**, paragraph A., "**ERRORS AND OMISSIONS**," is deleted in its entirety and replaced with the following:

A. ERRORS AND OMISSIONS

1. Policy Year One Insuring Agreement:

We shall pay on **your** behalf those amounts, in excess of the retention, **you** are legally obligated to pay as **damages** resulting from a **claim** first made against **you** and reported to **us** during **policy year one** or any Extended Reporting Period thereto (if applicable) for **your wrongful act** in rendering or failing to render **professional services** for others, but only if such **wrongful act** first occurs on or after the **retroactive date** and prior to the end of **policy year one**.

2. Policy Year Two Insuring Agreement:

We shall pay on **your** behalf those amounts, in excess of the retention, **you** are legally obligated to pay as **damages** resulting from a **claim** first made against **you** and reported to **us** during **policy year two** or any Extended Reporting Period thereto (if applicable) for **your wrongful act** in rendering or failing to render **professional services** for others, but only if such **wrongful act** first occurs on or after the **retroactive date** and prior to the end of **policy year two**.

5. In Clause II. **DEFINITIONS**, paragraph I., "**policy period**," is deleted in its entirety.

6. In Clause II. **DEFINITIONS**, paragraph N., "**subsidiary**," is deleted in its entirety and replaced with the following:

N. Subsidiary shall mean:

- a. with respect to **policy year one**, any corporation of which the **named insured** owns on the inception date of **policy year one** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**. **Subsidiary** shall also mean any corporation which becomes a **subsidiary** during **policy year one**, provided that such corporation does not represent more than a ten percent (10%) increase in the total assets and/or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation represents an increase in the total assets and/or gross revenue of the **named insured** of

more than ten percent (10%), such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

- b. with respect to **policy year two**, any corporation of which the **named insured** owns on the inception date of **policy year two** more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through a **subsidiary**. **Subsidiary** shall also mean any corporation which becomes a **subsidiary** during **policy year two**, provided that such corporation does not represent more than a ten percent (10%) increase in the total assets and/or gross revenue of the **named insured** as of the date of the acquisition. Where such corporation represents an increase in the total assets and/or gross revenue of the **named insured** of more than ten percent (10%), such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within ninety (90) days of its becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to the review and acceptance by **us** of full and complete underwriting information. Further, coverage as shall be afforded to the new **subsidiary** is conditioned upon the **named insured** paying when due any additional premium required by **us** relating to such new **subsidiary**. A corporation becomes a **subsidiary** when the **named insured** owns more than fifty percent (50%) of the issued and outstanding voting stock either directly or indirectly through one or more of its **subsidiaries**, and ceases to be a **subsidiary** at such time when the **named insured** ceases to own more than fifty percent (50%) of the issued and outstanding voting stock.

This policy does not cover any **claim** against a **subsidiary** or any partner, director, officer or employee thereof for any **wrongful act** that occurred when the **named insured** did not own more than fifty percent (50%) of the issued and outstanding voting stock of such **subsidiary**, either directly or indirectly through one or more of its **subsidiaries**.

7. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

TY-A **Policy year one** shall mean the period commencing on the effective date set forth in Item 2(a) of the Declarations and ending on the earlier of either the expiration date set forth in Item 2(a) of the Declarations or the effective date of cancellation of this policy. If **you** become an **insured** under this policy after the effective date set forth in Item 2(a) of the Declarations, the **policy year one** begins on the date **you** became an **insured**;

TY-B **Policy year two** shall mean the period commencing on the effective date set forth in Item 2(b) of the Declarations and ending on the earlier of either the expiration date set forth in Item 2(b) of the Declarations or the effective date of cancellation of this policy. If **you** become an **insured** under this policy after the effective date set forth in Item 2(b) of the Declarations, the **policy year two** begins on the date **you** became an **insured**;

8. In Clause IV. **LIMIT OF LIABILITY**, paragraphs A., B. and C. are deleted in their entirety and replaced with the following:

A. The Limits of Liability set forth in the Declarations of this policy are the most **we** shall pay for **loss** regardless of the number of persons or entities covered by this policy or claimants or **claims** brought.

B. ***Policy Year One Per Claim Limit of Liability:*** Our total liability for all **loss** arising from any and all **claims** made against **you** during **policy year one** and reported to **us** during **policy year one** or any applicable Extended Reporting Period thereto, alleging any **wrongful act** or series of continuous, repeated or related **wrongful acts** shall not exceed the Limit of Liability set forth in Item 3(a) Declarations as applicable to "each **wrongful act**".

Policy Year One Aggregate Limit of Liability: Our total liability for all **loss** arising from all **claims** made against **you** during **policy year one** and reported to **us** during **policy year one** or any applicable Extended Reporting Period thereto shall not exceed the Limit of Liability set forth in Item 3(a) of the Declarations as "aggregate." The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for **policy year one**.

Policy Year Two Per Claim Limit of Liability: Our total liability for all **loss** arising from any and all **claims** made against **you** during **policy year two** and reported to **us**

during **policy year two** or any applicable Extended Reporting Period thereto, alleging any **wrongful act** or series of continuous, repeated or related **wrongful acts** shall not exceed the Limit of Liability set forth in Item 3(b) Declarations as applicable to “each **wrongful act**”.

Policy Year Two Aggregate Limit of Liability: Our total liability for all **loss** arising from all **claims** made against **you** during **policy year two** and reported to **us** during **policy year two** or any applicable Extended Reporting Period thereto shall not exceed the Limit of Liability set forth in Item 3(b) of the Declarations as “aggregate.” The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for **policy year two**.

- C. Our total liability for all **loss** arising from all **claims** made against **you** in either **policy year one** or **policy year two** and reported to **us** in accordance with the terms of this policy shall not exceed the Limit of Liability set forth in Item 3(c) of the Declarations as “aggregate.” The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability set forth in Item 3(c) of the Declarations.

9. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., “**What You Must Do in the Event of a Claim**,” is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

1. **For Claims Made During Policy Year One:** Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable, but in all events no later than:
 - a. the end of **policy year one** or any Extended Reporting Period thereto (if applicable); or
 - b. within thirty (30) days after the end of **policy year one**, as long as such **claim** is was first made against the **insured** within the final thirty (30) days of **policy year one** and is reported to **us** no later than thirty (30) days after the date such **claim** was first made against the **insured**.
2. **For Claims Made During Policy Year Two:** Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable, but in all events no later than:
 - a. the end of **policy year two** or any Extended Reporting Period thereto (if applicable); or
 - b. within thirty (30) days after the end of **policy year two**, as long as such **claim** is was first made against the **insured** within the final thirty (30) days of **policy year two** and is reported to **us** no later

than thirty (30) days after the date such **claim** was first made against the **insured**.

3. With respect to all **claims**, **you** must also:
 - a. immediately record the specifics of the **claim** and the date **you** received it; and
 - b. send copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible to **us** in c/o AIG Technical Services, Inc., Professional Liability Division, at **our** address indicated in the Declarations.

10. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., “**Extended Reporting Period**,” is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

1. Automatic Extended Reporting Period

- a. With respect to **policy year one**, if **we** or the **named insured** shall elect not to renew this policy after **policy year one**, **you** shall have the right following the effective date of such nonrenewal to a period of sixty (60) days (herein referred to as the “**policy year one automatic extended reporting period**”) in which to give written notice to **us** of **claims** first made against **you** during the **policy year one automatic extended reporting period** for any **wrongful act** occurring prior to the end of **policy year one** and otherwise covered by this policy.
- b. With respect to **policy year two**, if **we** or the **named insured** shall elect not to renew this policy after **policy year two**, **you** shall have the right following the effective date of such nonrenewal to a period of sixty (60) days (herein referred to as the “**policy year two automatic extended reporting period**”) in which to give written notice to **us** of **claims** first made against **you** during the **policy year two automatic extended reporting period** for any **wrongful act** occurring prior to the end of **policy year two** and otherwise covered by this policy.

The **policy year one automatic extended reporting period** and **policy year two automatic extended reporting period** as described in subparagraphs a. and b. above shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the

exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

2. Optional Extended Reporting Period

- a. With respect to **policy year one**, if **we** or the **named insured** shall elect not to renew this policy after **policy year one**, **you** shall have the right, upon payment of an additional premium of up to 100% of premium for **policy year one** as set forth in Item 5(b) of the Declarations, to a period of up to one (1) year following the effective date of such nonrenewal (herein referred to as the "**policy year one optional extended reporting period**") in which to give written notice to **us** of **claims** first made against **you** during the **policy year one optional extended reporting period** for any **wrongful act** occurring prior to the end of **policy year one** and otherwise covered by this policy.
- b. With respect to **policy year two**, if **we** or the **named insured** shall elect not to renew this policy after **policy year two**, **you** shall have the right, upon payment of an additional premium of up to 100% of premium for **policy year two** as set forth in Item 5(b) of the Declarations, to a period of up to one (1) year following the effective date of such nonrenewal (herein referred to as the "**policy year two optional extended reporting period**") in which to give written notice to **us** of **claims** first made against **you** during the **policy year two optional extended reporting period** for any **wrongful act** occurring prior to the end of **policy year two** and otherwise covered by this policy.

The rights contained in this clause shall terminate, however, unless the **named insured** provides written notice of such election together with the additional premium due to **us** within thirty (30) days of the effective date of non-renewal. The additional premium for the **policy year one optional extended reporting period** and/or **policy year two optional extended reporting period** shall be fully earned at the inception of the applicable Extended Reporting Period. The **policy year one optional extended reporting period** and/or **policy year two optional extended reporting period** are not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.

If the **named insured** exercises its right to purchase either the **policy year one optional extended reporting period** or **policy year two optional extended reporting period** pursuant to the terms of this policy, any otherwise applicable **policy year one automatic extended reporting period** or **policy year two automatic extended reporting period** shall be deemed void *ab initio*.

11. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph K., “**Notice of Circumstances**,” is deleted in its entirety and replaced with the following:

K. Notice of Circumstance

Policy Year One: If during **policy year one** or any Extended Reporting Period thereto, if applicable, **you** become aware of any facts or circumstances that may reasonably be expected to give rise to a **claim** against **you** for a **wrongful act** that occurs on or after the **retroactive date** and prior to the end of **policy year one**, and provided **you** give written notice to **us** during **policy year one** or any Extended Reporting Period thereto, if applicable, of the circumstances and the reasons for anticipating such a **claim**, with full particulars as to the **wrongful act(s)**, dates, persons and entities involved, then any **claim** that is subsequently made against **you** arising out of such **wrongful act** or the same **wrongful act** or series of continuous, repeated or related **wrongful acts**, shall, for the purposes of this policy, be treated as a **claim** made against **you** and reported to **us** during **policy year one**.

Policy Year Two: If during **policy year two** or any Extended Reporting Period thereto, if applicable, **you** become aware of any facts or circumstances that may reasonably be expected to give rise to a **claim** against **you** for a **wrongful act** that occurs on or after the **retroactive date** and prior to the end of **policy year two**, and provided **you** give written notice to **us** during **policy year two** or any Extended Reporting Period thereto, if applicable, of the circumstances and the reasons for anticipating such a **claim**, with full particulars as to the **wrongful act(s)**, dates, persons and entities involved, then any **claim** that is subsequently made against **you** arising out of such **wrongful act** or the same **wrongful act** or series of continuous, repeated or related **wrongful acts**, shall, for the purposes of this policy, be treated as a **claim** made against **you** and reported to **us** during **policy year two**.

12. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L., “**Organizational Changes**,” is deleted in its entirety and replaced with the following:

L. Organizational Changes

(a) If during **policy year one**:

1. the **named insured** merges into or consolidates with another entity such that the **named insured** is not the surviving entity; or

2. another entity, person, or group of entities and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding securities representing the rights to vote for the election of the **named insured's** directors;

(either of the above events hereinafter referred to as the "**policy year one transaction**") then coverage shall continue until the later of the termination of **policy year one** or such other date to which **we** may agree, but only with respect to **wrongful acts** which occurred prior to the **policy year one transaction** and are otherwise covered by this policy. No coverage shall be provided after the **policy year one transaction** unless the **named insured** notifies **us** of the **policy year one transaction** in writing within thirty (30) days of the **policy year one transaction**.

(b) If during **policy year two**:

1. the **named insured** merges into or consolidates with another entity such that the **named insured** is not the surviving entity; or
2. another entity, person, or group of entities and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding securities representing the rights to vote for the election of the **named insured's** directors;

(either of the above events hereinafter referred to as the "**policy year two transaction**") then coverage shall continue until the later of the termination of **policy year two** or such other date to which **we** may agree, but only with respect to **wrongful acts** which occurred prior to the **policy year two transaction** and are otherwise covered by this policy. No coverage shall be provided after the **policy year two transaction** unless the **named insured** notifies **us** of the **policy year two transaction** in writing within thirty (30) days of the **policy year two transaction**.

13. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE** is amended to include the following paragraph at the end thereof:

TY-1. PREMIUM

If a premium amount is provided for in Item 5(a) of the Declarations, as set forth in paragraph 1. of this endorsement, payment of such premium amount shall be remitted within thirty (30) days of the inception of this policy.

If a premium amount is provided for in item 5(b) of the Declarations, as set forth in paragraph 1. of this endorsement, payment of such premium amounts shall be remitted as follows:

- (a) the first year installment shall be remitted within thirty (30) days of the inception date of **policy year one**;
- (b) the second year installment shall be remitted within thirty (30) days of the inception of **policy year two**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SECURITY LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed as follows:

ENDORSEMENT SCHEDULE

Item 1.	Security Liability Sublimit of Liability: \$	
Item 2.	Retroactive Date:	

1. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded under this endorsement.
2. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS**, Coverage A. is hereby deleted in its entirety and replaced with the following:

A. SECURITY LIABILITY COVERAGE

We shall pay on **your** behalf those amounts, in excess of the retention, **you** are legally obligated to pay as **damages** resulting from a **claim** first made against **you** or any **additional insured** and reported to **us** during the **policy period** or Extended Reporting Period (if applicable) for **your wrongful act**, but only if such **wrongful act** first occurs on or after the **retroactive date** and prior to the end of the **policy period**.

3. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS**, paragraphs E., F., M., Q. and R. are respectively deleted in their entirety and replaced with the following:

E. First inception date means the inception date of the first Miscellaneous Professional Liability policy that includes an Security Liability Coverage Endorsement or other liability policy that (i) provides or provided the same or essentially the same coverage as this endorsement and (ii) was issued by **us** or any other member company of **AIG** to the **named insured** and continually renewed by **us** or any other **AIG** member company until the inception date of this policy.

F. Loss means the total sum of **damages** and **claim expenses**. "**Claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured** or such **insured's** employees; (2) production costs or the cost of recall, reproduction, reprinting or correction of material by any person or entity; (3) **your** cost of providing, correcting or re-performing or completing any professional services; (4) any costs or expenses incurred by any person or entity to withdraw or recall material, media, medium (including CD's, DVD's, cassettes and LP's), products (including products of others which incorporate **your** products) or professional services from the marketplace, or from loss of use arising out of such withdrawal or

recall; (5) civil or criminal fines or penalties imposed against **you**; (6) taxes imposed against **you**; (7) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (8) the costs and expenses of complying with any injunctive or other form of equitable relief; (9) the monetary value of any electronic fund transfer or transaction by an **insured** or on **your** behalf, which is lost or diminished during transfer into, out of or between an **insured's** accounts; (10) liquidated damages; and (11) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

M. Retroactive date means the date set forth in Item 2. of the Endorsement Schedule.

Q. Wrongful act means any actual or alleged negligent act, error or omission that results in a **failure of security**.

R. You or your means:

1. the **named insured**;
 2. any **subsidiary** of the **named insured**, but only with respect to **wrongful acts** which occur while it is a **subsidiary** and is otherwise covered by this policy;
 3. any past, present or future officer, director, trustee or employee of the **named insured** or **subsidiary** thereof (and in the event the **named insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of their duties as such; and
 4. any **additional insured**, but only while acting within the scope of his or her duties as such in the provision of **content** for an **organization**
4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

SL-A. Application means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other errors and omissions or media liability policy issued by the **insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time. "**Application**" shall also include any statements, information, representations and attachments made, prepared or provided by **you** with respect to any security assessment conducted in connection with or involving a request for insurance under this policy.

SL-B. Additional insured means any natural person or entity (i) that an **organization** has expressly agreed in writing, prior to the commission of a **wrongful act**, to add as an **insured** under this policy, but only for the **wrongful acts** of the **organization**; or (ii) any other person or entity described or listed as such in any endorsement to this policy, and (iii) any employee of any such described or listed entity.

SL-C. Computer attack means **unauthorized access**, **unauthorized use**, receipt or transmission of a **malicious code** or **denial of service attack** which:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on a **computer system**; or
- (3) results in **identity theft**.

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

SL-D. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

SL-E. Denial of service attack means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such computer system's capacity, and prevents those who are authorized to do so from gaining access to such computer system in a manner in which they are legally entitled. Provided, however, that depletion in **your computer system's** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

SL-F. Failure(s) of security means:

- (1) the actual failure and inability of the **security** of **your computer system** to mitigate loss from or prevent a **computer attack**; or
- (2) physical theft of hardware or firmware controlled by an **organization** (or components thereof) on which electronic data is stored, by a person other than an **insured**, from a premises occupied and controlled by an **organization**.

"**Failure of security**" shall also include such actual failure and inability above, resulting from the theft of a password or access code from **your** premises, **your** computer system, or an officer, director or employee of the **organization** by non-electronic means in direct violation of an **organization's** specific written **security** policies or procedures.

SL-G. Identity theft means the misappropriation of personal identity information of customers or members that is stored on a **computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in the wrongful or fraudulent use of such information.

SL-H. Insured means each of **you** and any **additional insured**.

SL-I. Internet means the worldwide public network of computers commonly known as the **Internet**, as it currently exists or may be manifested in the future.

SL-J. Malicious code means an unauthorized corrupting or harmful piece of code. Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

SL-K. Organization means (1) the **named insured**; and (2) each **subsidiary**.

SL-L. Privacy policy means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to the **Internet** site, or other persons.

SL-M. Security means hardware, software or firmware whose function or purpose is to mitigate loss from or prevent a **computer attack**. **Security** includes, without limitation, firewalls, filters, DMZ's, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users. **Security** also includes **your** specific written policies and procedures intended to directly prevent the theft of a password or access code by non-electronic means.

SL-N. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

SL-O. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

SL-P. Your computer system means a **computer system** under the ownership, operation or control of an **organization**.

5. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, A. (dishonesty exclusion), H. (intellectual property), I. (false advertising), J. (regulatory exclusion) and S. (personal injury) are deleted in their entirety.
6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

We shall also not cover claims:

SL-A. alleging, arising out of or resulting, directly or indirectly, from:

- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions;
- (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; provided, however, this subparagraph SL-A.(3) shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**; or
- (4) arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control;

- SL-B. alleging, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or of **your privacy policy**, or gaining of any profit or advantage to which **you** or any **additional insured** is not legally entitled, if any of the aforementioned is committed by any of **your** or any **additional insured's**:
- (1) directors, officers, trustees, governors, management committee members, members of the management board or partners (or the equivalent positions), whether acting alone or in collusion with other persons; or
 - (2) employees (other than those referenced in sub-paragraph SL-B.(1) above) or independent contractors employed by **you** or any **additional insured** if any of those referenced in sub-paragraph SL-B.(1) above possessed, at any time, knowledge of any dishonest, fraudulent, malicious, or criminal acts committed by such employee or independent contractor that caused a direct loss to an **insured** or any other person;
- SL -C. alleging, arising out of or resulting, directly or indirectly, from any satellite failure;
- SL-D. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- SL-E. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive advertising or misrepresentation in advertising of **your** products or services, or (2) unfair competition based on such **advertising**, including, but not limited to, advertising related violations of any local, state or federal consumer protection or privacy laws;
- SL-F. alleging, arising out of or resulting, directly or indirectly, from any: (1) false arrest, detention or imprisonment; (2) libel, slander or defamation of character; (3) wrongful entry or eviction of any physical premises; or (4) malicious prosecution;
- SL-G. against **you** that is brought by or on behalf of:
- (1) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights ("OCR"), the Federal Communications Commission ("FCC") or any other federal, state or local government agency, or foreign government agency; or
 - (2) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;
- SL-H. alleging, arising out of or resulting, directly or indirectly, from any antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; or any

regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (a) similar to the foregoing laws or (b) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

SL-I. alleging, arising out of or resulting, directly or indirectly, from any infringement of any patent, copyright, trademark, trade dress, trade name, or service mark;

SL-J. alleging, arising out of or resulting, directly or indirectly, from any misappropriation of any trade secret by, or with active cooperation, participation, or assistance of, any **insured**, any of **your** former employees, subsidiaries, directors, officers, partners, trustees, or any of **your** successors or assignees;

SL-K. alleging, arising out of or resulting, directly or indirectly, from any **failure of security** occurring prior to the **first inception date** if, as of the **first inception date**, **you** knew or could have reasonably foreseen that such **failure of security** did or would result in a **claim** against **you**; or

SK-L. alleging, arising out of or resulting, directly or indirectly, from any of the following:

- (1) any shortcoming in **security** that **you** knew about prior to the inception of this policy;
- (2) **your** failure to take reasonable steps, to use, design, maintain and upgrade **your security**; or
- (3) the inability to use, or lack of performance of, software: (a) due to expiration, cancellation, or withdrawal of such software; (b) that has not yet been released from its development stage; or (c) that has not passed all test runs or proven successful in applicable daily operations.

7. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY**, is hereby amended by appending the following:

SL-A. The Security Liability Sublimit of Liability set forth in Item 1. of the Endorsement Schedule is the most **we** shall pay for **loss**, in the aggregate, arising from all **claims** covered under this Endorsement. The Security Liability Sublimit of Liability is part of and subject to the limits of liability set forth in Item 3. of the Declarations.

8. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, is hereby amended by appending the following:

SL-A. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

If a **claim** against a natural person **insured** includes a **claim** against: (a) the lawful spouse of such **insured**; or (b) a property interest of such spouse, and such **claim** arises from any actual or alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim**

for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of any deceased natural person **insured**, and the legal representatives of any natural person **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

9. Solely with respect to the coverage afforded under this endorsement, Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph N., Declarations, is hereby deleted in its entirety and replaced with the following:

N. Declarations

By accepting this policy, **you** agree that the statements in the **application** and Declarations are true, and they are **your** agreements and representations. This policy is issued in reliance upon the truth of those representations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CONTRACT SPECIFIC EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any provision in the policy to the contrary, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

We shall not cover **claims** arising out of **your wrongful act(s)** in rendering or failing to render **professional services** pursuant to the following contract(s):

Contracting Party	Contract Date	Contract Number
[INSERT LEGAL NAME]	[INSERT CONTRACT DATE]	[INSERT CONTRACT NUMBER – INSERT N/A IF NOT AVAILABLE, AND MAKE SURE A COPY OF CONTRACT IS IN THE UNDERWRITING FOLDER]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

Policy number

Issued to:

By:

COLLECTION AGENCY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**" is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
3. false arrest, detention or imprisonment;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
or
5. violation of the federal Fair Debt Collections Practices Act (FDCPA) or any similar statutory or common law of the United States of America or any state or jurisdiction therein.

2. Clause II. **DEFINITIONS** is amended to include the following paragraphs at the end of such Clause:

CA-A. **Collection agency services** means the performance of debt collection services by a **debt collector**.

CA-B. **Consumer** means any natural person or organization who is the subject of collection by a **debt collector**.

CA-C. **Debt** means a **consumer's** obligation or alleged obligation to pay money arising out of a transaction for goods or services. **Debt** includes those obligations that are the subject of billing services provided by **you** to others for a fee. **Debt** does not include child support or alimony obligations.

CA-D. **Debt collector** means any person who uses any instrumentality of interstate commerce or the mails in the collection or attempted collection of **debt**.

CA-E. **Factored debt** means any **debt** owned by or purchased by **you**.

CA-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, **consumers** or other persons.

3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S., relating to personal injury, is deleted in its entirety.
4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

CA-A. alleging, arising out of, based upon, or in connection with:

1. any local, state or federal penal statute or ordinance;
2. any state or federal administrative action seeking enforcement of any regulation, statute or law;
3. any order or ruling of any court or administrative or regulatory agency including, but not limited to consent orders, stays or discharges in bankruptcy, judgment and injunctions; or
4. any federal or state law or regulation governing the extension of credit or lending activities; provided, however, this exclusion shall not apply to civil liability from any actual or alleged collection attempt;

CA-B. alleging, arising out of, based upon or in connection with:

1. any access to or use of any data or computer systems for purposes other than permissible purposes stated in Section 604(a) of the Fair Credit Reporting Act; or
2. any unauthorized access or tampering by a non-**insured**, at the time of the unauthorized access or tampering, with any data or computer systems used by **you** or for **your** benefit;

CA-C. alleging, arising out of, based upon or in connection with:

1. any title or property search;
2. any repossession by **you** or on **your** behalf; provided, however, this exclusion shall not apply to execution through judicial means or by a judicial officer; or
3. any levy, judicial sale or purchase of real property for a profit;

CA-D. arising out of or in connection with the performance of or failure to perform services as an attorney or accountant;

CA-E. arising out of the actual or alleged:

1. commingling of or any inability or failure to pay, collect or safeguard funds or monies; or
2. collection of fees or other remuneration owed to **you** by a client or customer;

CA-F. arising out of debt collection on behalf of the federal government or any agency thereof authorized to direct, rule or regulate debt collection on behalf of the federal government;

CA-G. arising out of or in connection with any **factored debt**;

- CA-H. arising out of or in connection with any **collection agency services** performed by **you** without a bond or license where **you** knew or could have reasonably foreseen that such alleged **collection agency services** without a bond or license was contrary to the applicable federal, state or local law, regulation or statute;
- CA-I. alleging, arising out of, based upon, or in connection with any violation of any **insured's privacy policy**;
- CA-J. arising out of any obligation pursuant to any unemployment compensation, unemployment insurance, worker's compensation, disability benefits, retirement benefits, social security benefits or similar laws; or
- CA-K. alleging, arising out of, based upon or in connection with:
1. the insolvency of the **named insured** or any **subsidiary** thereof;
 2. any financial impairment of the **named insured** or any **subsidiary** thereof;
or
 3. any action, ruling or intervention of any federal, state or local governmental agency or office arising out of an actual or alleged insolvency or financial impairment of the **named insured** or any **subsidiary** thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CONSULTING SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., “**professional services**” is hereby amended by appending the following:

“**Professional services**” also means **consulting services**.

2. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of that Clause:

CC-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or **denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on **your computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CC-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

CC-C. **Consulting product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, which is created, manufactured, developed, distributed, licensed, leased or sold by **you** for a fee.

CC-D. **Consulting services** means: (i) **your** analysis of others management, operational and marketing processes and interests, including, but not limited to, goals, objectives, policies, strategies and principal functional or operating areas; (ii) **your** identification of any issues arising out of such processes and interests; and (iii) **your** recommendation and implementation of resolutions to such issues. **Consulting services** includes the following services performed in connection with the foregoing services set forth in CC-D(i), CC-D(ii) and CC-D(iii):

1. systems analysis;
2. systems programming;

3. data processing;
4. system integration;
5. outsourcing development and design;
6. management, repair and maintenance of computer products, networks and systems; and
7. training in the use of any **consulting product**.

CC-E. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CC-F. **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

CC-G. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CC-H. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an **Internet** site, or other persons.

CC-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

CC-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

CC-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or a **subsidiary**.

3. Clause III. **EXCLUSIONS** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **consulting services**, **we** shall not cover **claims**:

CC-A. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack** of **your computer system**;

CC-B. alleging, arising out of or resulting, directly or indirectly, from:

1. any exercise of any authority or discretionary control by an **insured** with respect to any client's funds or accounts;

2. any **insured** providing investment advice, or selecting an investment manager, investment advisory or custodial firm;
 3. any **insured** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest;
 4. any failure of any investment to perform as expected or desired; or
 5. any actual or alleged commingling, misappropriation or improper use of funds or monies;
- CC-C. alleging, arising out of or resulting, directly or indirectly, from any performance of or failure to perform legal, attestation, tax advice or actuarial services;
- CC-D. alleging, arising out of or resulting, directly or indirectly, from any performance of or failure to perform any service with respect to any merger or acquisition of any entity;
- CC-E. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy**;
- CC-F. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- CC-G. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity; or
- CC-H. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**FUNGUS AND MOLD EXCLUSION ENDORSEMENT
(Absolute)**

In consideration of the premium charged, it is hereby understood and agreed that the following amendments to the policy shall apply:

1. Clause II. **DEFINITIONS** is amended to include the following at the end thereof:

FM-A. **Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including **molds**, rusts, mildews, smuts and mushrooms.

FM-B. **Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce **molds**.

FM-C. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i)**, **mold(s)**, mildew, plants, organisms or microorganisms.

2. Clause III. **EXCLUSIONS - CLAIMS NOT COVERED** is amended to include the following at the end thereof:

We shall not cover claims:

FM-A. alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:

1. **fungus(i)**, **mold(s)**, mildew or yeast;
2. **spore(s)** or toxins created or produced by or emanating from such **fungus(i)**, **mold(s)**, mildew or yeast;
3. substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus(i)**, **mold(s)**, mildew or yeast; or
4. material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i)**, **mold(s)**, mildew, yeast, or **spore(s)** or toxins emanating therefrom;

regardless of any other cause, event, material, product or building component that contributed concurrently or in any sequence to such **claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

CONTINGENT POLLUTION COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph B. is deleted in its entirety and replaced with the following:

- B. arising out of the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**, or in any way respond to or assess the effects of **pollutants**; provided, however, this exclusion shall not preclude coverage for a **contingent pollution claim**;

For purposes of this endorsement, the term “**contingent pollution claim**” shall mean those **claim** situations wherein the **damages** sought by the claimant are for indirect (not the direct or immediate cause) **damages** resulting from **pollutants** which (i) arise out of any **wrongful act** committed or allegedly committed by an **insured** in the performance of **professional services**; and (ii) are not covered under any other policy of insurance available to **you** or any of **your** clients.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CONTRACT SPECIFIC COVERAGE LIMITATION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause II., DEFINITIONS, paragraph K., **professional services**, is deleted in its entirety and replaced with the following:

K. Professional services means those services as described and set forth in Item 6 of the Declarations performed pursuant to the contract between the **named insured** and **[INSERT NAME OF CONTRACTING PARTY, which is dated [INSERT EFFECTIVE DATE] and numbered [INSERT CONTRACT NUMBER, IF AVAILABLE – DELETE IF NOT AVAILABLE].**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

DEFENSE PROVISION AMENDATORY

In consideration of the premium charged, it is hereby understood and agreed that in Clause I. **INSURING AGREEMENTS**, paragraph B. is deleted in its entirety and replaced with the following:

B. DEFENSE

1. **We** have the right and duty to defend a **suit** brought against **you** for a covered **wrongful act** that first occurs on or after the **retroactive date** and prior to the end of the **policy period**, even if the **suit** is groundless, false or fraudulent. **We** have the right, with **your** written consent, which consent shall not be unreasonably withheld, to settle any **suit** if **we** believe that it is proper.

We have the right to investigate any **claim** and, with **your** written consent, which consent shall not be unreasonably withheld, the right to settle any **claim** if **we** believe that it is proper.

Your refusal to consent to a settlement may impact **our** obligations under this policy as stated in Section IV. D.

2. **Claim expense(s)** are part of and subject to **our** Limit of Liability. **Our** duty to defend ends after the applicable Limit of Liability has been exhausted by payment of **claim expenses** or **damages**.
3. **You** may settle any **claim(s)** or **suit(s)** to which this insurance applies, provided that **you** do so (i) on behalf of all **insureds**, and (ii) without incurring **loss** in excess of the applicable retention.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

MULTIMEDIA EXTENSION ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed that:

1. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded under this endorsement.
2. Solely with respect to the coverage afforded under this endorsement, in Clause I. **INSURING AGREEMENTS**, paragraph A. is deleted in its entirety and replaced with the following:

A. MEDIA AND INTERNET MEDIA LIABILITY COVERAGE

We shall pay on **your** behalf those amounts, in excess of the Retention, **you** are legally obligated to pay as **damages** resulting from a **claim** made against **you** for **your wrongful acts**: (1) with respect to **your media**, or (2) in the display of **Internet media**, provided that such **wrongful act(s)** occurs during the **policy period**, regardless of when such **claim** is made or a **suit** is filed.

3. Solely with respect to the coverage afforded under this endorsement, in Clause II. **DEFINITIONS**, paragraphs B., D., F., Q. and R. are deleted in their entirety and replaced with the following:

B. Claim means (1) a written demand for money, services, non-monetary relief or injunctive relief; or (2) a **suit**.

D. Damages means any amount that any **insured** shall be legally required to pay because of judgments, arbitration awards or the like rendered against an **insured**, or for settlements negotiated by **us** or by **you** in accordance with Clause I. **INSURING AGREEMENTS**, subparagraph B(3), including, but not limited to:

1. pre-judgment interest;
2. post-judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of the judgment within the applicable Limit of Liability; and
3. subject to this policy's other terms, conditions, exclusions and other limitations, including but not limited to exclusions relating to profit or advantage, deliberate fraud or deliberate criminal acts: (i) punitive, (ii) exemplary and (iii) multiple damages; provided, however, the enforceability of this subparagraph II(D)(3)

shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages.

F. Loss means the total sum of **damages** and **claim expenses**. "**Claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured**, such **insured's employees** or any independent claims adjuster hired by any **insured**; (2) production costs or the cost of recall, reproduction, reprinting, return or correction of material by any person or entity; (3) any costs or expenses incurred by **you** or others to withdraw or recall **material, media, Internet media**, or from loss of use by an **insured** or any other person or organization arising out of such withdrawal or recall; (4) civil or criminal fines or penalties; (5) taxes; (6) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (7) the costs and expenses of complying with any injunctive or other form of equitable relief; (8) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Q. Wrongful act means:

1. any actual or alleged act, error, omission, breach of duty, misstatement or misleading statement by **you** that results in any **covered peril**; or
2. any actual or alleged negligent act, error, omission, breach of duty, misstatement or misleading statement which results in **loss** because a third party, which has no ownership relationship with **you**, acts upon or makes a decision or decisions based on the content of the **material** disseminated by **you** or with **your** permission.

R. You, your or insured means:

1. the **named insured**;
2. any **subsidiary**;
3. any past, present or future officer, director, trustee or **employee** of the **named insured** or **subsidiary** thereof (and in the event that the **named insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of his or her duties as such in the provision of **media** or **internet media** for the **named insured** or any **subsidiary**; or
4. any **additional insured**, but only while acting within the scope of his or her duties as such in the provision of **media** for the **named insured** or any **subsidiary**.

4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

MML-A. Additional insured means:

1. any independent contractors, agents, third-party distributors, licensees and sub-licensees who assist in the performance, dissemination or distribution of **your media**, or in the display of **internet media**, but solely where **you** have, prior to the commission of a **wrongful act**, expressly agreed in writing to indemnify and defend such party of and from liability arising out of such **wrongful act**; or
2. any other person or entity listed as an **"additional insured"** by endorsement to this coverage endorsement.

MML-B. Advertising means publicity or promotion of **material** as defined in Clause II. **DEFINITIONS**, subparagraphs (MML-I)(1) and (2), as set forth in paragraph 4. of this endorsement, by **you** or on the behalf of others, including branding, co-branding, sponsorships and/or endorsements, on **your** own behalf; provided, however, "advertising" does not include any publicity or promotion of (1) lotteries, (2) sweepstakes, (3) contests or (4) games of chance.

MML-C. Computer attack means any unauthorized access or unauthorized use of a **computer system**, the transmission of a **malicious code**, or a **denial of service attack**. "**Malicious code**" means an unauthorized corrupting or harmful piece of code, including, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs." "**Denial of service attack**" means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

MML-D. Computer system means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets, or virtual private networks.

MML-E. Covered peril means any:

1. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement or trade libel;
2. infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name; plagiarism of ideas information, except as excluded by Clause III. **EXCLUSIONS**, paragraph (MML-G), as set forth in paragraph 6. of this endorsement;
3. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
4. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy;
5. false arrest, detention or imprisonment or malicious prosecution;
6. unfair competition alleged in connection with a claim for damages for the conduct described in this definition of **covered peril**; or
7. emotional distress or mental anguish alleged in connection with a **claim** for **damages** for the conduct described in subparagraphs (1) through (5) of this definition of **covered peril**.

MML-F. Employee means any past, present or future employee, including any part-time, seasonal or temporary employee.

MML-G. Internet means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

MML-H. Internet media means:

- (1) **material**, including, but not limited to, **advertising**, on **your Internet site**; or
- (2) **material** created by **you** that is displayed on an **Internet site**.

MML-I. Internet site means a collection of web pages that are organized and linked together and enable a computer or computer technology user to retrieve material stored on one or more servers.

MML-J. Material means content in any form, including written, printed, video, electronic, digital, or digitized content:

1. in broadcasts, including, but not limited to, television, motion picture, cable, satellite television and radio broadcasts;
2. in publications, including, but not limited to, newspaper, newsletter, magazine, book and other literary, monograph, brochure, directory, screen play, film script, playwright and video publications;
3. in **advertising**.

Material does not include:

1. the actual goods, products or services described, illustrated or displayed in media content;
2. any software or code that is intended to: (i) control the functioning of computer hardware or electronic controls, or (ii) process or collect data or information; or
3. **your** trademark or trade name.

MML-K. Media means any broadcasting, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, research or serialization of **material**. **Media** shall not include **Internet media**.

MML-L. Web log means a personal journal published on an **Internet site**.

MML-M. Your Internet site means an **Internet site** designated by a domain name owned or licensed by **you**.

5. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, paragraphs A. (fraudulent or criminal acts), D. (purchase securities), E. (ERISA exclusion), H. (intellectual property), I. (false advertising), K. (contract liability), L. (**insured** versus **insured**), M. (known **wrongful acts**), N. (pending or prior litigation), O. (return of fees), R. (**retroactive date**) and S. (personal injury) are deleted in their entirety.
6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

This policy does not cover any **claim, loss** or **wrongful act**:

- MML-A. arising out of or resulting, directly or indirectly, from any of the following:
1. fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;
 2. electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; a failure of telephone lines, data transmission lines, satellites or other infrastructure comprising or supporting the **Internet**; or
 3. any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which an **insured** is not legally entitled;
- MML-B. against an **insured** that is brought, directly or indirectly, by or on behalf of:
1. any of **you**;
 2. any business entity that is controlled, managed or operated, directly or indirectly, in whole or in part, by **you**; provided, however, this subparagraph III(MML-B)(2) shall not apply to an **additional insured** in connection with disputes over the (i) ownership or exercise of rights in **material**; or (ii) services supplied by such **additional insureds**; or
 3. any parent company, **subsidiary**, successor or assignee of **yours**, or any person or entity affiliated with **you** or such business entity through common majority ownership or control;
- MML-C. against an **insured** that is brought by any independent contractor, joint venturer, venture partner, any **employee** of the foregoing or any **employee** of an **insured** alleging, arising out of or resulting, directly or indirectly, from disputes over the (i) ownership or exercise of rights in **material**; or (ii) services supplied by such independent contractor, joint venturer, venture partner or **employee**;
- MML-D. alleging, arising out of or resulting, directly or indirectly, from any:
1. purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;

2. violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
3. breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
4. antitrust violations, restraint of trade, unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; or any regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws, or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law; provided, however, this exclusion shall not apply to unfair competition for which coverage may be provided under Clause II. **DEFINITIONS**, subparagraph (MML-E)(6) as set forth in paragraph 4. of this endorsement;
5. regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws (including "Blue Sky" laws) or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law; or
6. action that is brought by or on behalf of: (i) ASCAP, SESAC, BMI or other licensing organizations; (ii) the Federal Trade Commission; (iii) the Department of Health and Human Services or Office of Civil Rights; (iv) the Federal Communications Commission; or (v) any other federal, state, local or foreign government, agency or office;

MML-E. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive **advertising** or misrepresentation in **advertising** of **your** products or services, or (2) unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection or privacy laws based on such **advertising** including, but not limited to, **advertising** related violations of any local, state or federal consumer protection or privacy laws;

MML-F. alleging, arising out of or resulting, directly or indirectly, from any liability or obligation under any contract or agreement or out of any breach of contract; provided, however, this exclusion does not apply to any:

1. liability or obligation an **insured** would have in the absence of such contract or agreement;
 2. liability to an **additional insured** agreed to in accordance with Clause II. **DEFINITIONS**, subparagraph (MML-A)(1);
- MML-G. alleging, arising out of or resulting, directly or indirectly, from:
1. any patent infringement;
 2. theft, copying, misappropriation, display or publication of any **trade secret**; or
 3. any infringement of copyright, trademark, trade name, trade dress, service name, brand name or servicemark, provided, however, this subparagraph does not apply to infringement of **material**.
- MML-H. alleging, arising out of or resulting, directly or indirectly, from any **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** where the first such **wrongful act** first occurs prior to the inception of or subsequent to the termination of the **policy period**;
- MML-I. alleging, arising out of or resulting, directly or indirectly, from any:
1. accounting practices or the determination of contingent compensation; or
 2. licensing fees or royalties ordered, directed or agreed to be paid by **you** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, title, slogan, trademark, trade name, trade dress, service mark, service name, or other protected property right;
- MML-J. alleging, arising out of or resulting, directly or indirectly, or related in any way to music publishing, music composition or music recording;
- MML-K. arising out of the continual distribution or redistribution of **material** that the **insured** has been notified in writing may infringe on the protected property right of others;
- MML-L. alleging, arising out of or resulting, directly or indirectly, from any **computer attack**; or
- MML-M. alleging, arising out of or resulting, directly or indirectly, from **material** on a **web log** if **you** or others compensated by **you** posted or edited such **material**; provided, however, this exclusion shall not apply to **material** that has been

reviewed and approved prior to posting by legal counsel qualified and versed in clearance procedures for media.

7. Solely with respect to the coverage afforded under this endorsement, in Clause IV. **LIMITS OF LIABILITY**, paragraphs B. and C. are deleted in their entirety and replaced with the following:

B. This policy shall afford coverage solely to each **loss** arising out of a **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** occurring during the **policy period** where the first such **wrongful act** first occurs during the **policy period**. **Our** total liability for all **loss** arising out of a **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** occurring during the **policy period** shall not exceed the Limit of Liability set forth in the Declarations as applicable to "each **wrongful act**."

C. **Our** total liability for all **loss** arising from all **claims** made against **you** shall not exceed the Limit of Liability set forth in the Declarations as "aggregate."

8. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., "**What You Must Do in the Event of a Claim**," is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable. Such notice and all other information and documentation required to be provided under this policy in the event of a **claim** or **loss** should be directed to **us** in c/o AIG Technical Services, Inc., Professional Liability Division, at **our** address indicated in the Declarations.

You must also:

1. immediately record the specifics of any **claim** and the date **you** first received such **claim**;
2. immediately record the specifics of any **loss** and the date **you** first became aware of such **loss**;
3. take prompt steps to minimize the **loss** and take reasonable steps to prevent further **loss**;
4. at **our** request, report such **loss** to the FBI, CERT, ISAC or any other central reporting or investigative organization which **we** may designate;
5. upon **our** request, furnish to **us** any and all documentation within **your** possession; and

6. send **us** copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible.
9. It is understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraphs J., "**Extended Reporting Provisions**," and K., "**Notice of Circumstances**," do not apply to coverage afforded under this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**FAILURE TO MAINTAIN INSURANCE AMENDATORY ENDORSEMENT
(CLAIM EXPENSES CARVEOUT)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph T. is deleted in its entirety and replaced with the following:

- T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to otherwise covered **claim expenses** incurred in the defense of any such **suit**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This Endorsement, effective at 12:01 A.M. forms a part of

Policy No:

Issued To:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

This policy is amended as follows:

- I. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J. "Extended Reporting Provisions," is deleted in its entirety and replaced with the following:

- J. **Extended Reporting Provisions**

1. **Automatic Extended Reporting Period**

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

The aggregate Limit of Liability for the Automatic Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.

We shall advise the **named insured** of the availability of, the premium for, and the importance of purchasing the Optional Extended Reporting Period.

2. Optional Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right, upon payment of an additional premium of up to 100% of the full annual premium, to a period of up to one (1) year following the effective date of such cancellation or nonrenewal (herein referred to as the "Optional Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Optional Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy. The premium for the Optional Extended Reporting Period shall be based upon the rates and rating rules in effect at the inception date of the **policy period**.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **policy period**.

The rights contained in this clause shall terminate, however, unless the **named insured** provides written notice of such election together with the additional premium due to **us** within sixty (60) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate Limit of Liability for the Optional Extended Reporting Period shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the policy's aggregate Limit of Liability in effect at the inception of the **policy period**.

If the **named insured** exercises its right to purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio*.

Once a **retroactive date** is set by **us**, **we** can advance the **retroactive date** only with the written consent of the **named insured** and upon one (1) or more of the following conditions:

- A. a change in insurer other than another insurer within the same insurance holding company or group;
- B. a substantial change in the **insured's professional services** which would have been a material factor in **our** acceptance or declination of the risk; or
- C. at the request of the **named insured**.

Prior to the advancement of the **retroactive date** by **us**, **we** must obtain the written acknowledgment of the **named insured** that the **named insured** has been advised of the right to purchase the Optional Extended Reporting Period.

The **named insured** shall be provided the following loss information within thirty (30) days of the **named insured's** written request and within fifteen (15) days after notice of cancellation or nonrenewal is issued:

- A. aggregate information in total for closed **claims**, including the date and description of any **wrongful acts**, and any paid **losses**;
- B. aggregate information in total for open **claims**, including the date, description of any **wrongful acts**, amount of any payments if any, and estimate of reserves if any;
- C. information on notice of any occurrence, including the date, description of any occurrence, and estimate of reserves if any.

- II. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph P. "**Alternative Dispute Resolution**," is deleted in its entirety and replaced with the following:

P. Alternative Dispute Resolution

Any controversy arising out of or relating to this policy or its breach may, upon mutual agreement of **you** and **us**, first be submitted to alternative dispute resolution ("ADR") in accordance with the rules of the American Arbitration Association or the Defense Research Institute. The ADR may be held in New York, New York unless otherwise agreed to by both parties. Each party shall jointly and equally bear with the other party the expense of the alternative dispute resolution. Either **we** or **you** may elect the type of ADR, either non-binding mediation or non-binding arbitration. However, **you** shall have the right to reject **our** choice of the type of ADR process at any time prior to its commencement, in which case **your** choice of the type of ADR process shall control.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: AR-PC-07-025563
Pittsburgh, Pa.
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions
Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/06/2007

Comments:

Attachment:

07-23-07- PCTD-1-forms.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 11/06/2007

Comments:

Attachment:

Forms Listing - 7-11-07.pdf

Property & Casualty Transmittal Document (Revised 1/1/05)**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name

American International Group, Inc.

Group NAIC #

012

4. Company Name(s)

National Union Fire Insurance Company of Pittsburgh, Pa

Domicile

PA

NAIC #

19445

FEIN #

25-0687550

5. Company Tracking Number

AIC-07-EO-08

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	Fax #	e-mail
	Jameka Harris 175 Water Street, 17 th Floor New York, NY, 10038	Filings Analyst	(212)458-7056	(212)458-7077	jameka.harris@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Jameka Harris		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Commercial Other Liability			
10.	Sub-Type of Insurance (Sub-TOI)	17.0019 / Professional Error and Omissions Liability			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)	Miscellaneous Professional Liability			
13.	Filing Type Endorsement	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other			
14.	Effective Date(s) Requested	New:	September 23, 2007	Renewal:	September 23, 2007
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16.	Reference Organization (if applicable)	N/A			
17.	Reference Organization # & Title	N/A			
18.	Company's Date of Filing	July 23, 2007			
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	AIC-07-EO-08
------------	--	--------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

The National Union Fire Insurance Company of Pittsburgh, Pa has on file with your Department its Miscellaneous Professional Liability Program. The Company submits for your review and approval, 150 endorsements to be used with its Miscellaneous Professional Liability Policy, Form No. 77011 (4/02).

Please refer to the attached Forms Listing for information about the forms included in this submission.

The endorsements with a premium impact will be rated using the rating plan that is being submitted separately.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #:	00100539
Amount:	\$150.00

--

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	Absolute Exclusion Endorsement	91410 (08/06)	E	New		Optional		No	Excludes claims arising out the Internet.
2	Accreditation Exclusion Endorsement	91401 (08/06)	E	New		Optional		No	This endorsement excludes claims arising from an entity's educational accreditation.
3	Additional Insured Endorsement (Separate First Inception Date and Retroactive Date)	91398 (08/06)	E	New		Optional		No	This endorsement adds additional listed insureds by amending definition of you, your, and Insured and adding a separate inception and retroactive date for each.
4	Advertising Agents Endorsements	90440 (08/06)	E	New		Optional		No	This endorsement modifies the terms and conditions when providing coverage for Advertising agency services.
5	Aggregate Retention Endorsement	91451 (08/06)		New		Optional		Yes	Aggregate Retention endorsement creates an aggregate retention for the policy.
6	Architect or Engineer Exclusion Endorsement	80528 (02/07)	E	Replacement	80528 (07/02)	Optional	Clarifies	No	This endorsement excludes claims for Architects & Engineer professional services.
7	Automatic Extended Reporting Period Amendatory Endorsement - 90 days	91470 (08/06)	E	New		Optional		Yes	If we cancel or non renew this policy, the insured is allowed to report claims for 90 days after the effective date of the cancellation for claims first made against the insured during this 90 day period for acts which occurred during the policy period.
8	Benefit Plan Exclusion Endorsement	91403 (08/06)	E	New		Optional		No	This endorsement excludes claims arising from benefit plan administration.
9	Business Broker Endorsement (With Sublimit of Liability and Separate Retentions)	90441 (08/06)	E	New		Optional		No	Endorsement modifies the terms and conditions when coverage for business brokers is granted. Allows for a sublimit and separate retention.
10	Cancellation Amendatory Endorsement (Ninety Days)	91467 (08/06)	E	New		Optional		No	Endorsement indicates cancellation by us becomes effective 90 days after notice, or 10 days for non -payment. If the policy is cancelled by the insured, we retain the short rate proportion of the premium. If the policy is cancelled by us, we retain
11	Cancellation Amendatory Endorsement (Sixty Days)	91466 (08/06)	E	New		Optional		No	Endorsement indicates cancellation by us becomes effective 60 days after notice, or 10 days for non -payment. If the policy is cancelled by the insured, we retain the short rate proportion of the premium. If the policy is cancelled by us, we retain the pro rata proportion of the premium.
12	Claim Reporting Amendatory Endorsement (Quarterly Bordereau)	91456 (08/06)	E	New		Optional		No	Claim Reporting endorsement requiring quarterly bordereau for claims with incurred expenses (damages & claim expenses) not expected to exceed 50% of the retention. (Quarterly Bordereau)
13	Claim Reporting Amendatory Endorsement (Semiannual Bordereau)	91457 (08/06)	E	New		Optional		No	Claim Reporting endorsement requiring semi annual reporting for claims with incurred expenses not exceeding 50% of retention. (Semiannual Bordereau)

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
14	Claims Adjusting Services Coverage Endorsement	91495 (08/06)	E	New		Optional		No	Endorsement modified terms and provides personal injury coverage arising from professional services when coverage for claims adjusting services is granted.
15	Class Action Claims Co-Insurance Endorsement	91453 (08/06)	E	New		Optional		Yes	Class Action Co-Ins endorsement provides co-insurance solely for class action claims beyond the retention amount.
16	Class Action Retention Amendatory Endorsement	91452 (08/06)	E	New		Optional		No	Class Action Retention endorsement provides separate retention for class action and non class action claims.
17	Coinsurance Endorsement	91454 (08/06)	E	New		Optional		Yes	This endorsement allows a coinsurance clause to be added to the policy.
18	Collection Agency Endorsement	81898 (04/03)	E	New		Optional		No	This endorsement adds coverage for Collection Agency activities of insured.
19	Computer Attack Coverage Amendatory Endorsement	91496 (08/06)	E	New		Optional		Yes	Computer Attack endorsement which specifically identifies coverage for computer attacks caused to others in the course of providing professional services
20	Computer Services Coverage Endorsement	91497 (08/06)	E	New		Optional		Yes	Computer Services Coverage endorsement modifies terms when computer coverage is granted.
21	Consultant Coverage Extension Endorsement	90442 (02/06)	E	New		Optional		No	This endorsement modifies the terms and conditions when providing coverage for consulting services.
22	Consulting Services Coverage Endorsement	91498 (08/06)	E	New		Optional		No	Consultants Services Coverage Endorsement modifies terms when consultants services coverage is granted.
23	Contingent Bodily Injury/Property Damage Coverage Endorsement	91500 (08/06)	E	New		Optional		Yes	Endorsement provides contingent BIPD with no sublimit.
24	Contingent Bodily Injury/Property Damage Coverage Endorsement (Sublimit)	91499 (08/06)	E	New		Optional		Yes	Endorsement provides contingent BIPD with sublimit.
25	Contingent Pollution Coverage Endorsement	91513 (08/06)	E	New		Optional		Yes	Contingent Pollution coverage endorsement modifies the terms when contingent pollution coverage is granted.
26	Contract Specific Coverage Limitation Endorsement	91517 (08/06)	E	New		Optional		No	Specific Contract limits coverage for professional services provided for a specified contract.
27	Contract Specific Endorsement	80536 (02/07)	E	Replacement	80536 (07/02)	Optional	Clarifies	No	Coverage for claims arising out of a specified contracts.
28	Contract Specific Exclusion Endorsement	91424 (8/06)	E	New		Optional		No	Excludes claims arising out of a specified contracts.
29	Cooperation Clause Amendatory Endorsement (50% Claim Expense)	91384 (08/06)	E	New		Optional		No	Consent to Settlement -- This endorsement amends the cooperation clause to provide payment of 50% of claim expenses after the insured fails to cooperate. 50-50-claim expenses.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
30	Cooperation Clause Amendatory Endorsement (50% Loss)	91383 (08/06)	E	New		Optional		No	Consent to Settlement -- This endorsement amends the cooperation clause to provide payment of 50% of loss after the insured fails to cooperate. 50-50 loss
31	Corporate Counsel Premiere Extension Endorsement	91494 (08/06)	E	New		Optional		Yes	This endorsement provides coverage grant for employed lawyer coverage based on CCP 0103 policy.
32	Credit Bureau Endorsement	81899 (04/03)	E	New		Optional		No	This endorsement adds coverage for Credit Bureau activities of insured.
33	Data Processing Services Coverage Endorsement	91501 (08/06)	E	New		Optional		No	Data Processing Services endorsement modifies the policy terms of data processing services when coverage is granted.
34	Defense Provision Amendatory	94407 (4/07)	E	New		Optional		No	Defense Provision
35	Delete Extended Reporting Period Endorsement (Optional ERP)	91471 (08/06)	E	New		Optional		Yes	Endorsement eliminates the right of the insured to purchase an Optional Extended Reporting Period.
36	Deletion of Endorsement (return of premium)	91407 (08/06)	E	New		Optional		Yes	Allows any endorsement to be deleted for return premium.
37	Directors and Officers Exclusion Endorsement	91406 (08/06)	E	New		Optional		No	Excludes coverage for all wrongful acts as a Director & Officer.
38	Discrimination Exclusion Amendatory Endorsement	91433 (08/06)	E	New		Optional		No	Excludes employment practices and discrimination, but provides coverage for professional services (carve back and final adjudication).
39	Discrimination Exclusion Amendatory Endorsement (Tenant Discrimination Defense Coverage with Sublimit of Liability)	91522 (08/06)	E	New		Optional		No	Tenant or Leasing Discrimination Coverage endorsement provides defense for claims of tenant discrimination with a sublimit.
40	Discrimination Exclusion Amendatory Endorsement (Tenant Discrimination Defense Coverage)	91523 (08/06)	E	New		Optional		No	Tenant or Leasing Discrimination Cvg (Endt. carving out coverage from discrimination exclusion for tenants is granted – with aggregate sublimit for such claims)
41	Emotional Distress Coverage Endorsement	91502 (08/06)	E	New		Optional		No	Emotional Distress Coverage endorsement provides a carve back to the BIPD exclusion that indicates coverage for emotional distress arising out of the rendering of professional services.
42	Employed Accountant Coverage Extension Endorsement	91504 (08/06)	E	New		Optional		No	Employed Accountant coverage modifies the terms when employed accountant services coverage is granted.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
43	Employee Benefit Plan Administrators Endorsement	91503 (08/06)	E	New		Optional		No	Employee Benefit Plan Administrators endorsement modifies terms when employee benefit plan administrators services coverage is granted.
44	Employment Practices Exclusion Amendatory Endorsement (Professional Services Carveout)	91432 (08/06)	E	New		Optional		No	Endorsement excludes employment practices but allows for a Carve out for professional services.
45	Exclusion F Amendatory Endorsement	90443 (02/06)	E	New		Optional		No	This endorsement allows a sublimit for claim expenses when a claim for violations of the Federal Housing Act are alleged.
46	Exclusion T Amendatory Endorsement	90545 (03/06)	E	New		Optional		No	This endorsement amends the definition of wrongful act and the failure to maintain insurance.
47	Extended Reporting Period Amendatory Endorsement (1, 2 or 3 years)	91473 (08/06)	E	New		Optional		Yes	This endorsement allows the insured the opportunity to purchase the extended reporting period to report claims for one, two, or three years for a percentage of the annual premium in effect at the time of cancellation or non-renewal.
48	Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	91472 (08/06)	E	New		Optional		Yes	This endorsement allows the insured the opportunity to purchase the extended reporting period to report claims for one year for a percentage of the annual premium in effect at the time of cancellation or non-renewal.
49	Failure to Maintain Insurance Amendatory Endorsement (Claim Expenses Carveout)	91446 (08/06)	E	New		Optional		No	Failure to Maintain Insurance exclusion with a defense carve out.
50	Fair Housing Violations Defense Coverage Endorsement	91505 (08/06)	E	New		Optional		No	Fair Housing Act coverage endorsement modifies the terms and provides a sublimit when the fair housing violations defense coverage is granted.
51	Fee Dispute Exclusion Amendatory Endorsement	91442 (08/06)	E	New		Optional		No	Excludes claims involving fee disputes including return of fees, and providing that the exclusion shall not apply when fees are being used as a measure of damages in a settlement.
52	First Inception Date Definition Amendatory Endorsement	91386 (08/06)	E	New		Optional		Yes	First Inception Date Amendatory endorsement changes first inception date to new specified date.
53	Franchiser Professional Liability Endorsement	91506 (08/06)	E	New		Optional		No	Franchiser Coverage endorsement modifies the terms when franchising professional liability services is granted.
54	Fraud Exclusion Amendatory Endorsement (Delete Nolo Contendre Language)	91429 (08/06)	E	New		Optional		No	This exclusion removes the Nolo Contendre language.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
55	Fungus & Mold Exclusion Endorsement (Absolute)	81866 (4/03)	E	New		Optional		No	Fungus & Mold Exclusion - Absolute
56	Fungus and Mold Exclusion Endorsement	91417 (08/06)	E	New		Optional		No	Fungus and Mold exclusion but allows for professional services carve out.
57	Ground Testing Exclusion Endorsement	80548 (07/02)	E	New		Optional		No	Excludes coverage arising from providing ground testing services.
58	HIPAA Extension (Non-Regulatory) Endorsement	91507 (08/06)	E	New		Optional		No	HIPAA Coverage endorsement modifies definition of wrongful act to include HIPAA violations arising out of professional services.
59	Home Inspection Services Amendatory Endorsement	91508 (08/06)	E	New		Optional		No	Home Inspector Services coverage endorsement modifies the terms when home inspector services coverage is granted.
60	Insolvency Exclusion Endorsement	91408 (08/06)	E	New		Optional		No	Excludes coverage arising out of insolvency/bankruptcy
61	Insurance Consultant Endorsement	80551 (07/02)	E	New		Optional		No	Excludes coverage for claims that arise from failure of insured to obtain its own insurance coverage. Allows carve back for professional services when insurance consultant coverage is granted.
62	Insurance Services Exclusion Endorsement	91409 (08/06)	E	New		Optional		No	Excludes coverage arising from providing insurance services
63	Insured Definition Amendatory Endorsement (Add Unpaid Interns)	91399 (08/06)	E	New		Optional		No	Endorsement adds unpaid interns to definition of You, Your or Insured.
64	Insured Definition Amendatory Endorsement (Add Volunteers)	91400 (08/06)	E	New		Optional		No	Endorsement adds volunteers to definition of You, Your or Insured.
65	Insured v. Insured Exclusion Amendatory Endorsement	91440 (08/06)	E	New		Optional		No	Endorsement carve back that provides coverage for entities in which the insured has an ownership/equity interest, but only covers up to the proportion of ownership of the insured, and suit cannot be brought the insured or immediate
66	Insured V. Insured Exclusion Amendatory Endorsement (Ownership Threshold Carveout)	91438 (08/06)	E	New		Optional		No	Endorsement carve backs coverage below a threshold of ownership and provides coverage for entities in which the insured has an ownership/equity interest, but only covers up to the proportion of ownership of the insured.
67	Insured V. Insured Exclusion Amendatory Endorsement Immediate Family Carve-out	91439 (08/06)	E	New		Optional		No	Endorsement -less than 50% ownership carve back provides coverage for entities in which the insured has an ownership/equity interest of less than 50%, but only covers up to the proportion of ownership of the insured, and suit cannot be brought the insured or immediate family.
68	Intellectual Property Exclusion Amendatory Endorsement (Professional Services Copyright Carveout)	91436 (08/06)	E	New		Optional		No	Intellectual Property Exclusion with professional services copyright carve out.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
69	Intellectual Property Exclusion Amendatory Endorsement (Professional Services Software Copyright/Trademark Carveout)	91435 (08/06)	E	New		Optional		No	Intellectual Property exclusion with a copyright / trademark carve out.
70	Internal Revenue Service Exclusion Endorsement	91411 (08/06)	E	New		Optional		No	Excludes claims brought by the IRS.
71	Internet and Computer Attack Exclusion Endorsement (Absolute)	91404 (08/06)	E	New		Optional		No	Excludes claims arising out of computer attacks regardless of whose system is attacked- (e.g. insured, clients, others).
72	Internet and Computer Attack Exclusion Endorsement (Your Computer System)	91405 (08/06)	E	New		Optional		No	Excludes claims arising out of computer attacks to the insured's computer system
73	Internet Media Liability Coverage Endorsement	91604 (09/06)	E	New		Optional		No	This endorsement modifies the terms when Internet Media coverage is granted.
74	Internet Professional Services Coverage Extension Endorsement	91605 (09/06)	E	New		Optional		No	Endorsement modifies the terms when Internet professional service coverage is granted.
75	Item 6 "Professional Services" Definition Endorsement Deletion	91379 (08/06)	E	New		Optional		No	Delete & Replace Item 6. Professional Services definition endorsement.
76	Known Prior Wrongful Acts Exclusion Deleted Endorsement	91441 (08/06)	E	New		Optional		No	Endorsement deletes exclusion of known wrongful acts.
77	Known Wrongful Act Exclusion Amendatory Endorsement (Final Adjudication)	91443 (08/06)	E	New		Optional		No	Excludes claims from wrongful acts committed with knowledge they are wrongful acts. Defense is offered until adverse findings in final adjudication.
78	Labor Relations Exclusion Endorsement	91412 (08/06)	E	New		Optional		No	Excludes Labor Relations claims.
79	Limit of Liability Amendatory Endorsement (Specified insured Sublimit)	91448 (08/06)	E	New		Optional		No	This endorsement allows a sublimit for all claims made against the insured specified in the endorsement.
80	Listed Subsidiaries Endorsement	91393 (08/06)	E	New		Optional		No	Subsidiary adds the names of listed subsidiaries with choice of separate first inception date and retroactive date, but deletes coverage for subsidiaries with ownership less than 50% or more
81	Listed Subsidiaries Endorsement (Management Control)	91390 (08/06)	E	New		Optional		No	This endorsement adds subsidiaries only for wrongful acts while the named insured has "management control".
82	Listed Subsidiaries Endorsement (Separate First Inception Date, Retroactive Date and Subsidiary Sublimit)	91391 (08/06)	E	New		Optional		No	This endorsement allows scheduling of listed subsidiaries with choice of separate first inception date, retroactive date, and a sublimit of liability.
83	Listed Subsidiary Endorsements (Separate First Inception Date and Retroactive Date)	91392 (08/06)	E	New		Optional		No	Subsidiary adds the names of listed subsidiaries with choice of separate first inception date and retroactive date.
84	Loan Liability Exclusion Endorsement	91413 (08/06)	E	New		Optional		No	Excludes any claim arising out of a loan.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
85	Lock Box Coverage Endorsement	91509 (08/06)	E	New		Optional		No	Lock Box Coverage endorsement modifies the terms and adds a sublimit of liability when lock box coverage is granted.
86	Managed Care Exclusion Endorsement	91414 (08/06)	E	New		Optional		No	Excludes all Managed Care claims including credentialing, peer review and utilization review.
87	Management Consulting Exclusion Endorsement	91416 (08/06)	E	New		Optional		No	Excludes claims arising from any management consulting.
88	Mergers and Acquisitions Exclusion Endorsement	91415 (08/06)	E	New		Optional		No	Excludes any claim arising out of a merger & acquisition activity.
89	Moonlighting Sublimit Endorsement	91510 (08/06)	E	New		Optional		No	Moonlighting Coverage endorsement modifies CCP endorsement coverage to provide a moonlighting sublimit of liability.
90	Mortgage Broker Endorsement	91511 (08/06)	E	New		Optional		No	Mortgage Broker endorsement modifies terms when mortgage broker services coverage is granted with respect to RE services.
91	Multimedia Extension Endorsement	54469 (5/07)	E	New		Optional		No	Media and Internet Media Liability Coverage
92	Music Publishing Exclusion Endorsement	91419 (08/06)	E	New		Optional		No	Excludes coverage for music publishing, composition, and or recording.
93	Non-stacking of Limits Endorsements.	91449 (08/06)	E	New		Optional		No	This endorsement is a Non-stacking of Limits Endorsements, in case of multiple policies, does not increase limit beyond the highest applicable limit of liability and proportions loss among policies.
94	Notice of Claim Provision Amendatory Endorsement	91458 (08/06)	E	New		Optional		No	Endorsement requires appropriate notice to be provided after a member of executive staff including GC, CEO, CFO, CTO, CIO, CSO, has knowledge of claim.
95	Notice of Claim Provision Amendatory Endorsement (Notice to Office of GC, RM or CFO)	91459 (08/06)	E	New		Optional		No	Endorsement requires appropriate notice to be provided once knowledge of a claim is known by CFO, RM, and GC.
96	Notice of Claim Provision Amendatory Endorsement (Notice to VP or Higher)	91460 (08/06)	E	New		Optional		No	Endorsement requires appropriate notice to be provided after a VP or higher has knowledge of a claim.
97	Notice to Prior Policy Exclusion Deletion Endorsement.	91434 (08/06)	E	New		Optional		No	Prior policy exclusion of paragraph G deletion.
98	Over-Redemption Exclusion Deletion Endorsement	91444 (08/06)	E	New		Optional		No	Endorsement deletes over redemption exclusion.
99	Personal Injury Coverage Endorsement	80649 (02/07)	E	Replacement	80649 (08/02)	Optional	Clarifies	No	Personal Injury Coverage endorsement modifies terms when personal injury coverage is granted.
100	Personal Injury Exclusion Deletion Endorsement	91445 (08/06)	E	New		Optional		No	Endorsement removes personal injury exclusion.
101	Policy Period Amendatory Endorsement	80566 (02/07)	E	Replacement	80566 (07/02)	Optional	Clarifies	Yes	Endorsement amends policy period for premium received.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
102	Policy Period Amendatory Endorsement (Return Premium)	91377 (08/06)	E	New		Optional		Yes	Endorsement decreases policy period for a return of premium.
103	Post Policy Period Reporting Allowance Endorsement - Sixty Days	91462 (08/06)	E	New		Optional		No	Endorsement allows the reporting of a claim with in 60 days after the policy period, but only for claims made in the last 60 days of the policy period, and is reported to us within 60 days the claim is made against the insured.
104	Post Policy Period Reporting Allowance Endorsement - Thirty Days	91461 (08/06)	E	New		Optional		No	Endorsement allows the reporting of a claim with in 30 days after the policy period, but only for claims made in the last 30 days of the policy period and is reported to us within 30 days the claim is made against the insured.
105	Primary Insurance Amendatory Endorsement	91463 (08/06)	E	New		Optional		No	Endorsement makes this policy primary with respect to any other collectible insurance.
106	Privacy Policy Exclusion Endorsement	91420 (08/06)	E	New		Optional		No	Excludes claims for violations of the insured's privacy policy.
107	Producer Amendatory Endorsement	91382 (08/06)	E	New		Optional		No	Endorsement deletes producer information in the declarations page and replaces with new producer information.
108	Punitive Damages Coverage Amendatory Endorsement	91385 (8/06)	E	New		Optional		No	Damages definition is deleted and replaced including most favorable venue wording.
109	Purchased Extended Reporting Period Endorsement - 1 Year	91475 (08/06)	E	New		Optional		Yes	Endorsement allows insured to report claims for one year first made against the insured during the extended reporting period for any wrongful act occurring during the policy period.
110	Purchased Extended Reporting Period Endorsement - 2 Years	91476 (08/06)	E	New		Optional		Yes	Endorsement allows insured to report claims for two years first made against the insured during the extended reporting period for any wrongful act occurring during the policy period.
111	Purchased Extended Reporting Period Endorsement - 3 Years	91477 (08/06)	E	New		Optional		Yes	Endorsement allows insured to report claims for three years first made against the insured during the extended reporting period for any wrongful act occurring during the policy period.
112	Real Estate & Property Managers Endorsement (owned property exclusion carveou - variable)	90449 (02/06)	E	New		Optional		No	Endorsement modifies terms and conditions for real estate and property managers and allows a carve back when ownership percentage is less than 40%.
113	Real Estate & Property Managers Endorsement (ownership carveback by percentage)	90448 (02/06)	E	New		Optional		No	Endorsement modifies terms and conditions and allows an ownership carve back when coverage is granted for real estate and property managers.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
114	Real Estate Endorsement (Owned Property Exclusion Carve-out 15%)	91516 (08/06)	E	New		Optional		No	Endorsement Modifies exclusion to provide ownership threshold carve back for ownership exclusion.
115	Real Estate Professional Services Amendatory Endorsement	90546 (03/06)	E	New		Optional		No	Endorsement modifies the professional services definition to cover preparation and filing of motion applications, liens, deeds, and court orders to sell real estate or personal property.
116	Real Estate Regulatory Proceedings Sublimits of Liability Endorsement	91515 (08/06)	E	New		Optional		No	Real Estate Regulatory Proceedings (state licensing board and local real estate boards) coverage endorsement modifies the terms when real estate regulatory proceedings coverage is granted.
117	Recall Exclusion endorsement	91387 (08/06)	E	New		Optional		No	Recall Costs Exclusion removes product recall costs out of the definition of loss, claim expenses and damages.
118	Regulatory Claim Exclusion Endorsement (Defense Sublimit)	91437 (08/06)	E	New		Optional		No	Excludes claims by Federal, state, local government and Trade organizations with a defense carve back with sublimit.
119	Retroactive Date Amendatory Endorsement	80576 (02/07)	E	Replacement	80576 (07/02)	Optional	Clarifies	Yes	Endorsement- deletes current retroactive date and replaces with new retroactive date.
120	Retroactive Date Amendatory Endorsement (Separate Retroactive date for identified Subsidiaries)	91381 (08/06)	E	New		Optional		Yes	Endorsement deletes and replaces current retroactive date for subsidiaries only.
121	Royalties and Fees Exclusion Endorsement	91422 (08/06)	E	New		Optional		No	Excludes claims by persons asserting royalties or other fees.
122	Securities Exclusion Amendatory Endorsement (Professional Services Carveout)	91431 (08/06)	E	New		Optional		No	Excludes all securities claims. There is a professional services carve out.
123	Security and Privacy Liability Coverage Endorsement	91607 (08/06)	E	New		Optional		Yes	Endorsement modifies terms when network security and privacy coverage is granted. Provides a sublimit for regulatory actions and a special class action claim retention arising from a wrongful act resulting in a privacy peril.
124	Security Liability Coverage Endorsement	96060 (08/06)	E	New		Optional		Yes	This endorsement modifies the terms and conditions when security liability coverage is granted.
125	Separate Services Retention Amendatory Endorsement	91455 (08/06)	E	New		Optional		Yes	This endorsement provides separate retention for each wrongful act for specific professional services.
126	Specific Entity Exclusion Endorsement (Acts, Errors or Omissions of Specific Entity)	91425 (08/06)	E	New		Optional		No	Excludes claims arising out of acts, errors or omissions of specific entities.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
127	Specific Investigation / Claim / Litigation/ Event Exclusion Endorsement	91426 (08/06)	E	New		Optional		No	Excludes coverage arising out of specific prior claims or events.
128	Specific Persons/Entities Exclusion Endorsement	91423 (08/06)	E	New		Optional		No	Excludes claims brought by or on the behalf of specified individuals and or entities.
129	Spousal and Legal Representative Extension Endorsement	91518 (08/06)	E	New		Optional		No	Spousal coverage endorsement that modifies terms when spousal coverage is granted.
130	Structured Settlement Broker Services Coverage Endorsement	91519 (08/06)	E	New		Optional		No	Structured Settlement coverage modifies the terms when structured settlement coverage is granted.
131	Subsidiary Definition Amendatory Endorsement (Joint Venture - With	91389 (08/06)	E	New		Optional		No	Subsidiary endorsement includes joint ventures in definition of subsidiaries.
132	Subsidiary Definition Amendatory Endorsement (Limited Liability Companies)	91388 (08/06)	E	New		Optional		No	Subsidiary Definition Endorsement adds LLC's to definition of subsidiary.
133	Subsidiary Definition Amendatory Endorsement (Monetary Threshold)	91395 (08/06)	E	New		Optional		No	This endorsement adds subsidiary acquisition thresholds to a specific monetary amount.
134	Subsidiary Definition Amendatory Endorsement (Percentage Threshold)	91394 (08/06)	E	New		Optional		No	This endorsement amends subsidiary definition acquisition threshold based on a % of total assets and gross revenues.
135	Tax Advice Exclusion Endorsement	91427 (08/06)	E	New		Optional		No	Tax Advice Exclusion
136	Technology Services Coverage Endorsement (Schedules Entities)	91520 (08/06)	E	New		Optional		No	Technology Services endorsement provides tech services and products coverage for scheduled entities.
137	Technology Services Coverages Endorsement	91521 (08/06)	E	New		Optional		Yes	Technology Services endorsement providing technology services and products coverage.
138	Third Party Administrator Endorsement	91524 (08/06)	E	New		Optional		No	Third Party Administrator coverage endorsement modifies terms when third party administrators services coverage is granted.
139	Tie-In of Limits Endorsement (Absolute)	91450 (08/06)	E	New		Optional		No	This endorsement ties in multiple policies limit of liability to a single limit.
140	Title Agent/Abstractor/Escrow Agent Endorsement (Absolute Legal Services)	81474 (02/07)	E	Replacement	81474 (02/03)	Optional	Clarifies	No	This endorsement modifies the terms and conditions and provides coverage for wrongful acts arising from the performance of professional services as a Title Agent/ Abstractor/ and Escrow agent.

Form Listing - Filing No. AIC-07-EO-08
E&O Miscellaneous Professional Liability Program

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
141	Title Agent/Abstractors Endorsement	80945 (02/07)	E	Replacement	80945 (10/02)	Optional	Clarifies	No	This endorsement modifies the terms and conditions and provides coverage for wrongful acts arising from the performance of professional services as a Title Agent/ Abstractor.
142	Trustee Endorsement (Amend Definition of Wrongful Act)	90548 (03/06)	E	New		Optional		Yes	Endorsement modifies terms and conditions when coverage is granted for trustee services.
143	Tunnels and Bridges Exclusion Endorsement	80581 (07/02)	E	New		Optional		No	Excludes coverage for activities in connection with bridges and tunnels.
144	Two Year Policy Period Endorsement	94234 (03/07)	E	New		Optional		Yes	Endorsement allows two year policy period for additional premium.
145	Utilization Review Exclusion Endorsement	91428 (08/06)	E	New		Optional		No	Utilization Review Exclusion
146	Vicarious Liability Coverage Endorsement	91493 (08/06)	E	New		Optional		No	This endorsement modifies the definition of wrongful act to include negligent acts, errors, misstatements or misleading statements in professional services performed by you or any other person you are legally responsible for.
147	Waiver of Organizational Changes Provision Endorsement	91478 (08/06)	E	New		Optional		No	Endorsement waives the transaction provision of organizational changes in the policy.
148	Warranty or Guarantee Exclusion Endorsement	80582 (02/07)	E	Replacement	80582 (07/02)	Optional	Broadens	No	Excludes guarantees and or warranty claims.
149	Wrongful Act Definition Amendatory Endorsement (Add Breach of Duty)	91396 (08/06)	E	New		Optional		No	Wrongful Act endorsement adds breach of duty to definition.
150	Wrongful Act Definition Amendatory Endorsement (remove negligence)	91397 (08/06)	E	New		Optional		No	Wrongful Act endorsement removes negligence from definition.

A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)

Yes or No

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Post Period Reporting Allow.	07/20/2007	91461 _8-06_ - Post Policy Period Rptng Allow.pdf
No original date	Form	Post Policy Period Reporting Allow Endt	07/20/2007	91462 _8-06_ - Post Policy Period Rptng Allow Endorsement -pdf
No original date	Form	Delete Extended Reporting Period Endorsement	07/20/2007	91471 _8-06_ - Delete Extended Reporting Period Endt.pdf
No original date	Form	Extended Reporting Period Amendatory Endorsement (Modified Percentage For Purchase of Optional ERP)	07/20/2007	91472 _8-06_ - Extended.pdf
No original date	Form	Extended Reporting Period Amendatory Endt Modi	07/20/2007	91473 _8-06_ - Extended Reporting Period Amdty Endt

SERFF Tracking Number: AGNY-125220619 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
 Company Tracking Number: AIC-07-EO-08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Miscellaneous Professional Liability
 Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

No original date	Form	Purchased Extended reporting Period Endorsement	07/20/2007	91475_8-06_ - Purchased Extended Reporting Period Endt -pdf
No original date	Form	Purchased Extended Reporting Period Endt	07/20/2007	91476_8-06_ - Purchased Extended Reporting Period Endt -pdf
No original date	Form	Purchased Extended Reporting Period Endt	07/20/2007	91477_8-06_ - Purchased Extended Reporting Period Endt -pdf
No original date	Form	Technology Services Coverage Endorsement	07/20/2007	91520_8-06_ - Technology Services Coverage Endorsement _S....pdf
No original date	Form	Technology Services Coverage Endt	07/20/2007	91521_8-06_ - Technology Services Coverage Endorsement.pdf
No original date	Form	Trustee Endorsement Amend	07/20/2007	90548_3-06_ - Trustee

SERFF Tracking Number: AGNY-125220619 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: AR-PC-07-025563
Company Tracking Number: AIC-07-EO-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Miscellaneous Professional Liability
Project Name/Number: E&O Miscellaneous Professional Liability/AIC-07-EO-08

Definition of

Endorsement
_Amend
Definition of
wr....pdf

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POST POLICY PERIOD REPORTING ALLOWANCE ENDORSEMENT – THIRTY DAYS

In consideration of the premium charged, it is hereby understood and agreed that Clause VI, paragraph A. "**What You Must Do in the Event of a Claim,**" is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

1. Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable but in all events no later than:
 - a. the end of the **policy period** or Extended Reporting Period (if applicable); or
 - b. within thirty (30) days after the end of the **policy period**, as long as such **claim** is was first made against the **insured** within the final thirty (30) days of the **policy period** and is reported to **us** no later than thirty (30) days after the date such **claim** was first made against the **insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POST POLICY PERIOD REPORTING ALLOWANCE ENDORSEMENT – SIXTY DAYS

In consideration of the premium charged, it is hereby understood and agreed that Clause VI, paragraph A. “**What You Must Do in the Event of a Claim,**” is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

1. Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable but in all events no later than:
 - a. the end of the **policy period** or Extended Reporting Period (if applicable); or
 - b. within sixty (60) days after the end of the **policy period**, as long as such **claim** is was first made against the **insured** within the final sixty (60) days of the **policy period** and is reported to **us** no later than sixty (60) days after the date such **claim** was first made against the **insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

**EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT
(MODIFIED PERCENTAGE FOR PURCHASE OF OPTIONAL ERP)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

1. Automatic Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

2. Optional Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right, upon payment of an additional premium amount of **[INSERT PERCENTAGE]**% of the full annual premium, for a period of one (1) year following the effective date of such cancellation or nonrenewal (herein referred to as the "Optional Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Optional Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **policy period**.

The rights contained in this clause shall terminate, however, unless the **named insured** provides written notice of such election together with the additional premium due to **us** within thirty (30) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of

liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.

If the **named insured** exercises its right to purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio*.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

1. Automatic Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

2. Optional Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right, upon payment of an additional premium amount of

- (i) **[INSERT NUMBER]** % of the full annual premium, for a period of one (1) year,
- (ii) **[INSERT NUMBER]** % of the full annual premium, for a period of two (2) years, or
- (iii) **[INSERT NUMBER]** % of the full annual premium, for a period of three (3) years,

following the effective date of such cancellation or nonrenewal (herein referred to as the "Optional Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Optional Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **policy period**.

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

PURCHASED EXTENDED REPORTING PERIOD ENDORSEMENT – 1 YEAR

In consideration of the additional premium of \$ [REDACTED] (which shall be fully earned at the inception date of this endorsement), it is hereby understood and agreed that as of 12:01 A.M. on [Effective Date] (hereinafter the "Effective Time"), the policy is hereby amended as follows:

1. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

You shall have the right to a period of one (1) year following the Effective Time (herein referred to as the "Extended Reporting Period") in which to give written notice to **us** of any **claim** first made against **you** during the Extended Reporting Period for any **wrongful act** occurring prior to the Effective Time and otherwise covered by this policy.

2. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph I., "**Cancellation**," is deleted in its entirety and replaced with the following:

I. Cancellation

This policy may not be canceled by **you** or by **us**, except as indicated below.

Notwithstanding the foregoing, the policy may be canceled by or on behalf of **us** only in the event of non-payment of premium by **you**. In the event of non-payment of premium by **you**, **we** may cancel this policy by mailing to the **named insured**, by registered, certified, or other first class mail, at the **named insured's** address set forth in Item 1. of the Declarations, or by delivering to the **named insured**, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice, as aforesaid, shall be sufficient proof of notice. The policy shall be deemed canceled at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L. "**Organizational Changes**" is deleted in its entirety.
4. The entire premium charged for this policy and this endorsement shall be fully earned as of the Effective Time.

5. The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.
6. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful act** occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

PURCHASED EXTENDED REPORTING PERIOD ENDORSEMENT – 2 YEARS

In consideration of the additional premium of \$ [REDACTED] (which shall be fully earned at the inception date of this endorsement), it is hereby understood and agreed that as of 12:01 A.M. on [Effective Date] (hereinafter the "Effective Time"), the policy is hereby amended as follows:

1. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

You shall have the right to a period of two (2) years following the Effective Time (herein referred to as the "Extended Reporting Period") in which to give written notice to **us** of any **claim** first made against **you** during the Extended Reporting Period for any **wrongful act** occurring prior to the Effective Time and otherwise covered by this policy.

2. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph I., "**Cancellation**," is deleted in its entirety and replaced with the following:

I. Cancellation

This policy may not be canceled by **you** or by **us**, except as indicated below.

Notwithstanding the foregoing, the policy may be canceled by or on behalf of **us** only in the event of non-payment of premium by **you**. In the event of non-payment of premium by **you**, **we** may cancel this policy by mailing to the **named insured**, by registered, certified, or other first class mail, at the **named insured's** address set forth in Item 1. of the Declarations, or by delivering to the **named insured**, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice, as aforesaid, shall be sufficient proof of notice. The policy shall be deemed canceled at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L. "**Organizational Changes**" is deleted in its entirety.
4. The entire premium charged for this policy and this endorsement shall be fully earned as of the Effective Time.

5. The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.
6. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful act** occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

PURCHASED EXTENDED REPORTING PERIOD ENDORSEMENT – 3 YEARS

In consideration of the additional premium of \$ [REDACTED] (which shall be fully earned at the inception date of this endorsement), it is hereby understood and agreed that as of 12:01 A.M. on [Effective Date] (hereinafter the "Effective Time"), the policy is hereby amended as follows:

1. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph J., "**Extended Reporting Provisions**," is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

You shall have the right to a period of three (3) years following the Effective Time (herein referred to as the "Extended Reporting Period") in which to give written notice to **us** of any **claim** first made against **you** during the Extended Reporting Period for any **wrongful act** occurring prior to the Effective Time and otherwise covered by this policy.

2. In Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph I., "**Cancellation**," is deleted in its entirety and replaced with the following:

I. Cancellation

This policy may not be canceled by **you** or by **us**, except as indicated below.

Notwithstanding the foregoing, the policy may be canceled by or on behalf of **us** only in the event of non-payment of premium by **you**. In the event of non-payment of premium by **you**, **we** may cancel this policy by mailing to the **named insured**, by registered, certified, or other first class mail, at the **named insured's** address set forth in Item 1. of the Declarations, or by delivering to the **named insured**, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice, as aforesaid, shall be sufficient proof of notice. The policy shall be deemed canceled at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L. "**Organizational Changes**" is deleted in its entirety.
4. The entire premium charged for this policy and this endorsement shall be fully earned as of the Effective Time.
5. The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.

6. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful act** occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TECHNOLOGY SERVICES COVERAGE ENDORSEMENT
(SCHEDULED ENTITIES)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause I., **INSURING AGREEMENTS**, is hereby amended by appending the following to the end of that Clause

For purposes of this technology services coverage endorsement only, the reference to "**your wrongful acts**" in the insuring agreement shall be replaced with the following: "**a scheduled entity's wrongful act**".

2. Clause II., **DEFINITIONS**, paragraph K., is amended to by adding the following to the end of that paragraph:

"**Professional services**," shall also mean the following, but only if performed by one the entities listed in paragraph 5. below ("**scheduled entities**"): (1) the performance of **your technology services**; or (2) the creation, manufacture, development, distribution, license, lease or sale of **your technology products**.

3. Clause II., **DEFINITIONS**, paragraph Q., for purposes of this technology services coverage endorsement only, is hereby deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in a **scheduled entity's** performance of **professional services**.

4. Clause II. **DEFINITIONS** is amended to include the following terms at the end of that Clause:

TS-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or a **denial of service attack** that:

(1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages, or prevents, restricts, or hinders access to, a **computer system**;

(2) results in the disclosure of private or confidential information stored on **your computer system**; or

(3) results in **identity theft**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at you or generally distributed, and regardless of whether the perpetrator is motivated for profit.

The terms referenced above are defined as follows:

TS-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.

TS-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled. Provided, however a depletion in **your computer system's** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

TS-D. **Identity theft** means the misappropriation of personal identity information of **your** customers, members or employees that is stored on **your computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in, the wrongful or fraudulent use of such information.

TS-E. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

TS-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an Internet site, or other persons.

TS-G. **Technology product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, specifically designed or intended for use in connection with any **technology service**, that is created, manufactured, developed, distributed, licensed, leased on **your** behalf by a **scheduled entity** to others for compensation.

TS-H. **Technology service** means any computer or electronic information technology service performed on **your** behalf by a **scheduled entity** for others for compensation, including, but not limited to:

- (1) systems analysis,
- (2) systems programming,
- (3) data processing,
- (4) system integration,
- (5) outsourcing development and design,
- (6) management, repair and maintenance of computer products, networks and systems,
- (7) training in the use of any **technology product**, and
- (8) technology consulting services.

TS-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

TS-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

TS-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or any **subsidiary**.

5. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of a **wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**, **we** shall not cover **claims**:

TS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;

TS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**;

TS-C. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or

any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;

TS-D. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**;

TS-E. arising out of or resulting, directly or indirectly, from any satellite failure;

TS-F. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**; or

TS-G. alleging, arising out of or resulting, directly or indirectly, from any:

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

(2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

6. "**Scheduled entities**" means the following entities:

- A. [INSERT LEGAL NAME OF ENTITY];
- B. [INSERT LEGAL NAME OF ENTITY];
- C. [INSERT LEGAL NAME OF ENTITY];
- D. [INSERT LEGAL NAME OF ENTITY];

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

TECHNOLOGY SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II., **DEFINITIONS**, paragraph K., is amended to by adding the following to the end of that paragraph:

“Professional services,” shall also mean: (1) the performance of **your technology services**; or (2) the creation, manufacture, development, distribution, license, lease or sale of **your technology products**.

2. Clause II. **DEFINITIONS** is amended to include the following terms at the end of that Clause:

TS-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code** or a **denial of service attack** that:

- (1) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages, or prevents, restricts, or hinders access to, a **computer system**;
- (2) results in the disclosure of private or confidential information stored on **your computer system**; or
- (3) results in **identity theft**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at you or generally distributed, and regardless of whether the perpetrator is motivated for profit.

The terms referenced above are defined as follows:

TS-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks.

TS-C. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system’s** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled. Provided, however a depletion in **your computer system’s** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

- TS-D. **Identity theft** means the misappropriation of personal identity information of **your** customers, members or employees that is stored on **your computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in, the wrongful or fraudulent use of such information.
- TS-E. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."
- TS-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an Internet site, or other persons.
- TS-G. **Technology product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, specifically designed or intended for use in connection with any **technology service**, that is created, manufactured, developed, distributed, licensed, leased or sold by **you** or for **you** by others acting under **your** trade name, to others for compensation.
- TS-H. **Technology service** means any computer or electronic information technology service performed by **you** or for **you** by others acting under **your** trade name, for others for compensation; including, but not limited to:
- (1) systems analysis,
 - (2) systems programming,
 - (3) data processing,
 - (4) system integration,
 - (5) outsourcing development and design,
 - (6) management, repair and maintenance of computer products, networks and systems,
 - (7) training in the use of any **technology product**, and
 - (8) technology consulting services.
- TS-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.
- TS-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.
- TS-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or any **subsidiary**.

3. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**, **we** shall not cover **claims**:

- TS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;
- TS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**;
- TS-C. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- TS-D. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**;
- TS-E. arising out of or resulting, directly or indirectly, from any satellite failure;
- TS-F. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**; or
- TS-G. alleging, arising out of or resulting, directly or indirectly, from any:
- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused; or
 - (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**TRUSTEE ENDORSEMENT
(AMEND DEFINITION OF WRONGFUL ACT)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause II. DEFINITIONS, paragraph Q., "**Wrongful act**" is deleted in its entirety and replaced with the following:

Q. **Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **professional services** that results in one or more of the following:

1. failure to discharge fiduciary obligations;
2. incorrect, ambiguous, or late disbursement of funds;
3. failure to investigate acts, operations and conduct of a debtor;
4. failure to complete services in a timely manner;
5. failure to estimate costs correctly;
6. unintentional violations of statutes, ordinances or codes;
7. failure to pay creditors on a timely basis;
8. failure to establish and maintain administrative controls;
9. improper computation of fees;
10. wrongful termination of a bankruptcy proceeding.

2. In Clause II. DEFINITIONS, paragraph R., "**You, your or insured,**" is deleted in its entirety and replaced with the following:

R. **You, your or insured** means:

1. the **named insured**;
2. any past, present, or future employee of the **named insured**, but only while acting within the scope of their duties as such
3. any independent contractor, but only for **wrongful acts**, committed or allegedly committed, in the performance of **professional services** for, on behalf of, at the direction of or at the request of the **named insured**.
4. any entity whom the **named insured** is required by contract to add as an **insured** under this policy, but only for the **wrongful acts** of the **named insured**.

3. The inclusion hereunder of multiple **insureds** shall not operate to increase **our** Limits of Liability set forth in Item 3 of the Declarations.

4. Clause III. EXCLUSIONS – CLAIMS NOT COVERED, is amended by adding the following paragraph at the end of the Clause:

We shall not cover **claims** arising out of:

TR-A. any actual or alleged commingling of funds or monies;

TR-B. an **insured** providing investment advice;

TR-C. an **insured** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest;

TR-D. **your** performance of or failure to perform professional services as a lawyer or accountant; or

TR-E. any failure of any investment to perform as expected or desired.

5. Clause VI. OTHER PROVISIONS AFFECTING COVERAGE, paragraph J is deleted in its entirety and replaced with the following:

J. Extended Reporting Provisions

1. Automatic Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the "Automatic Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Automatic Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to **claims** that are covered under any subsequent insurance **you** purchase or which is purchased for **your** benefit, or that would be covered by such subsequent insurance but for (1) the exhaustion of the amount of insurance applicable to such **claims**, or (2) any applicable retention or deductible.

2. Optional Extended Reporting Period

If **we** or the **named insured** shall cancel or elect not to renew this policy, **you** shall have the right upon payment of an additional premium as set forth below, to a period of up to three years following the effective date of such cancellation or nonrenewal (herein referred to as the "Optional Extended Reporting Period") in which to give written notice to **us** of **claims** first made against **you** during the Optional Extended Reporting Period for any **wrongful act** occurring prior to the end of the **policy period** and otherwise covered by this policy.

The additional premium amount for: (1) one year shall be seventy-five percent (75%) of the **full annual premium**, (2) two years shall be one-hundred-twenty-five percent (125%) of the **full annual premium**, and (3) three years shall be one-hundred-seventy-five percent (175%) of the **full annual premium**.

As used herein, "**full annual premium**" means the premium level in effect immediately prior to the end of the **policy period**.

The rights contained in this clause shall terminate, however, unless the **named insured** provides written notice of such election together with the additional

premium due to **us** within thirty (30) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. **Our** offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate Limit of Liability for any Extended Reporting Period shall be part of and not in addition to the aggregate Limit of Liability for the **policy period**.

If the **named insured** exercises its right to purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio*.

6. Clause VI. OTHER PROVISIONS AFFECTING COVERAGE, is amended to include the following at the end of such Clause:

R. Marital and Estate Extension

If a **claim** against an **insured** includes a **claim** against: (i) the lawful spouse of such **insured**; or (ii) a property interest of such spouse, and such claim arises from any alleged **wrongful act** of such **insured**, this policy shall cover **loss** arising from the **claim** made against the spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** against the estates, heirs or legal representatives of any deceased **insured**, and the legal representatives of any **insured**, in the event of incompetency, insolvency or bankruptcy, who was an **insured** at the time the **wrongful acts** upon which such **claim** is based were committed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved

AUTHORIZED REPRESENTATIVE