

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY ENDORSEMENT

SCHEDULE*

Item 1. Named Insured(s):	
Item 2. Professional Services:	
Item 3. Miscellaneous Professional Liability Limits of Liability (inclusive of "claim expenses"):	Aggregate: \$
Item 4. Deductible:	Each "wrongful act": \$
Item 5. Effective Date:	
Expiration Date:	
Item 6. Retroactive Date:	
Item 7. Premium (applicable to this endorsement only):	
Item 8. Purchased Supplemental Extended Reporting Period	Effective Time: 12:01 A.M. on
	Extended Reported Period Additional Premium: \$
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Throughout this Coverage Endorsement (hereinafter referred to as "endorsement"), the words "you" and "your" refer to the "Named Insured(s)" shown in the Schedule above, and any other person(s) or organization(s) qualifying as a "named insured" under this endorsement. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION III. WHO IS AN INSURED.**

Other words and phrases that appear in "quotations" have special meaning. Refer to **SECTION VII. DEFINITIONS.**

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

In consideration of the premium charged as stated in Item 7. of the Schedule above, in reliance upon the statements in the application(s) attached hereto and made a part hereof, and subject to the Limits of Liability set forth in Item 3. of the Schedule above and the terms and conditions contained herein, we agree as follows:

We shall pay on your behalf those amounts, in excess of the deductible, you are legally obligated to pay as "damages" resulting from a "claim" first made against you and reported to us during the "MPL Coverage Period" or Extended Reporting Period (if applicable) for your "wrongful act" in rendering or failing to render "professional services" for others for a fee, as shown in Item 2. of the Schedule above, but only if such "wrongful act" first occurs on or after the "retroactive date" and prior to the end of the "MPL Coverage Period".

B. Defense

1. We have the right and duty to defend a "suit" brought against you alleging a "wrongful act" 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 endorsement as stated in **SECTION IV. LIMITS OF LIABILITY**, paragraph B.

2. "Claim expense(s)" are part of and subject to our Limit of Liability set forth in Item 3. of the Schedule above. Our duty to defend ends after the applicable Limit of Liability set forth in Item 3. of the Schedule above has been exhausted by payment of "claim expenses" or "damages".
3. Subject to our consent, you may settle any "claim" or "suit" to which this insurance applies and which are subject to one deductible, where the total incurred "loss" does not exceed the deductible.
4. We shall pay all reasonable costs we ask the insured to incur while helping us investigate or defend a "claim" or "suit". We will not pay more than \$250 per day for earnings

lost by the insured because of time taken off from work.

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

A. This insurance does not apply to:**1. Intentional, Criminal, Fraudulent or Malicious Acts**

Any liability 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. We will, however, defend "suits" alleging any of the foregoing conduct until a judgment, final adjudication, adverse admission or finding of fact is made against 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".

2. Pollution

Any liability 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".

3. Bodily Injury

Any liability arising out of "bodily injury", provided, however, that this exclusion shall not apply if the Professional Services shown in Item 2. of the Schedule above are any of the following:

- a. Barber
- b. Beautician
- c. Dog Groomer
- d. Fitness Center/Health Club
- e. Kennel/Pet Instruction
- f. Manicurist
- g. Massage Therapist
- h. Optician
- i. Optometrist
- j. Personal Trainer
- k. Process Server
- l. Safety Consultant
- m. Veterinarian

4. Property Damage

Any liability arising out of "property damage".

5. Securities Violations or Racketeering

Any liability arising out of:

- a. Any purchase, sale, offer or solicitation of an offer to purchase or sell securities;
- b. Any violation of any securities law, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or
- c. Any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or "RICO"), as amended, or any regulation promulgated thereunder or any federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law.

6. Employee Benefit Plans

Any liability arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any 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.

7. Employment Related Practices

Any liability 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.

8. Previously Reported Claims

Any liability arising out of the same "wrongful act" or series of continuous, repeated or related "wrongful acts", alleging the same or similar facts, alleged or contained in any "claim" which has been reported, or any "wrongful act" of which notice has been given, under any miscellaneous professional liability endorsement to a policy of which this endorsement to a policy was a renewal, replacement or succeeds in time.

9. Intellectual Property Rights

Any liability arising out of any misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right.

10. False Advertising, Misrepresentation in Advertising, Antitrust, Unfair Competition, and Restraint of Trade, and Unfair or Deceptive Business Practices

Any liability arising out of false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, including but not limited to, violations of any local, state or federal consumer protection laws.

11. Government Organizations

Any liability arising from "claim(s)" against you brought by or on behalf of any federal, state or local government agency or professional or trade licensing organizations; however, this exclusion shall not apply where the "claim" is alleging a "wrongful act" in your rendering "professional services" to such entity.

12. Contractual Liability

Any liability arising from 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 liability you would have in the absence of such contract or agreement.

13. Cross Suits

Any liability arising from "claim(s)" against you that are brought by or on behalf of:

- a. Any insured except as described in **SECTION III. WHO IS AN INSURED**;
- b. Any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;
- c. Any parent company, "subsidiary", successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or
- d. 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.

14. Prior Knowledge or Known Claims

Any liability arising out of any "wrongful act" committed prior to the "first inception date" if, as of the "first inception date", you knew or could have reasonably foreseen that such "wrongful act" did or would result in a "claim" against you.

15. Prior or Pending Litigation

Any liability arising from "claim(s)" first made against you prior to, or pending as of, the "first

inception date”, or relating to the essential facts, circumstances or situation underlying such “claim”.

16. Fee Disputes

Any liability arising out of disputes involving:

- a. Your fees or charges, including over-charges, or cost over-runs;
- b. Collecting your fees from third parties;
- c. The return of fees or other compensation paid to you; or
- d. Your cost of correcting or re-performing or completing any “professional services”.

17. Known Wrongful Acts

Any liability arising out of any “wrongful act” committed with the knowledge that it was a “wrongful act”.

18. Over Redemption

Any liability arising out of “over-redemption” of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, contests, and games of chance.

19. Prior Acts

Any liability arising out of any “wrongful act” which occurred prior to the “retroactive date”.

20. Failure to Maintain Insurance

Any liability arising out of your advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance.

21. Investment Advice

Any liability arising out of or resulting, directly or indirectly, from:

- a. The exercise of any authority or discretionary control by an insured with respect to any client’s funds or accounts;
- b. An insured providing investment advice, or selecting an investment manager, investment advisory or custodial firm;
- c. An insured advising as to, warranting, promising or guaranteeing a future value of any investment or property, or any rate of return or interest;
- d. Any failure of any investment to perform as expected or desired; or
- e. Any actual or alleged commingling, misappropriation or improper use of funds or monies.

22. Privacy

Any liability alleging, arising out of, based upon, or in connection with any alleged or

actual violation of any person or entity’s privacy rights.

23. Professional Services

Any liability arising out of the rendering of or failure to render any of the following “professional services”:

- a. Accounting services;
- b. Actuarial services, or actuarial assumption;
- c. Architectural or engineering services;
- d. Healthcare or medical services; provided, however, that this exclusion shall not apply to Opticians, Optometrists, and Veterinarians for those services routinely provided by Opticians, Optometrists, and Veterinarians;
- e. Legal services;
- f. Pharmacy services;
- g. Law enforcement services;
- h. Mortgage banker or Mortgage broker services;
- i. Property developer;
- j. Builder or construction manager; or
- k. Insurance agent or broker services.

24. Your Product

Any liability arising out of any actual or alleged damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened security breach of, or unauthorized access to or unauthorized use of:

- a. Your product;
- b. Any property containing or incorporating your product;
- c. Any property on which your service is or was performed; or
- d. Any information and network technology product

by any person or organization, including any insured.

- B. The following exclusions are applied solely based on the Description of Professional Services as shown in Item 2. of the Schedule above. This insurance does not apply to:

1. If you are a Notary

Any liability 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.

2. If you are a Credit Bureau

Any liability arising out of, based upon or in connection with the performance of pre-screening services for credit grantors as described in the Code of Federal Regulations, 16 CFR Section 600-5.

3. If you are a Collection Agent

- a. Any liability arising out of or in connection with any debt owned by or purchased by you;
- b. Any liability arising out of or in connection with any collection agency services performed by you without a bond or license when 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;
- c. Any liability 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;
- d. Any liability arising out of the actual or alleged collection of fees or other remuneration owed to you by a client or customer;
- e. Any liability alleging, arising out of, based upon or in connection with:
 - (1) Your insolvency or financial impairment; or
 - (2) 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 you;
- f. Any liability 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. This exclusion shall not apply, however, to execution through judicial means or by a judicial officer; or
 - (3) Any levy, judicial sale or purchase of real property for a profit;
- g. Any liability 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 endorsement 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;

- h. Any liability 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; or

- i. Any liability arising out of or in connection with the performance of or failure to perform services as an attorney or accountant.

4. If you are a Claim Adjuster

Any liability arising out of any intentional or reckless breach of claim authority or claim handling procedures by any claims adjuster.

5. If you are a Real Estate Agent or Broker

- a. Any liability 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;
- b. Any liability 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; or

- c. Any liability 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 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.

SECTION III. WHO IS AN INSURED

A. Individual

If you are shown in Item 1. of the Schedule above as an individual, you and your spouse or "Domestic partner" are insureds, only for the conduct of a business of which you are the sole owner.

B. Partnership or Joint Venture

If you are shown in Item 1. of the Schedule above as a partnership or joint venture, you are an insured. Any past or present general or managing partners, principals, or employees thereof and their spouses or "Domestic partners" are insureds, but only with respect to their duties as such and only with respect to "wrongful acts" otherwise covered under the insurance provided by this endorsement.

C. Limited Liability Company

If you are shown in Item 1. of the Schedule above as a limited liability company, you are an insured. Any past or present managing member, principal, or employee thereof is an insured, but only with respect to their duties as such and only with respect to "wrongful acts" otherwise covered under the insurance provided by this endorsement.

D. Corporation

If you are shown in Item 1. of the Schedule above as a corporation, you are an insured. Any past or present officer, director, trustee, or employee thereof is an insured, but only with respect to their duties as such and only with respect to "wrongful acts" otherwise covered under the insurance provided by this endorsement.

E. Subsidiary

If you are a "subsidiary" of the "named insured", you are an insured, but only with respect to your duties as such and only with respect to "wrongful acts" committed while you were a "subsidiary" and otherwise covered by this endorsement.

F. Contractual Parties

If the "named insured" is required by contract to add you as an insured under the insurance provided by this endorsement, you are an insured, but only for "wrongful acts" of the "named insured".

SECTION IV. LIMITS OF LIABILITY (including "claim expenses")

The following Limits of Liability apply:

- A. The Limits of Liability set forth in Item 3. of the Schedule above are the most we shall pay for "loss" regardless of the number of persons or entities covered by this endorsement or claimants or "claims" brought. Our total liability for all "loss" arising from all "claims" made against you and reported to us during the "MPL Coverage Period" or any applicable Extended Reporting Period shall not exceed the Limit of Liability set forth in Item 3. of the Schedule above. 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. of the Schedule above for the "MPL Coverage Period".
- B. Our duty to defend ends if you refuse to consent to a settlement that we recommend and that is acceptable to the claimant. You must then defend the "claim" at your own expense. As a consequence of your refusal, our liability shall not exceed the amount for which we could have settled such "claim" had you consented, plus "claim expenses" incurred prior to the date of such refusal. This clause shall not apply to any settlement where the total incurred for "damages" and "claim expenses" does not exceed the deductible.
- C. Two or more policies may be issued by us to you. These policies may provide coverage for:
1. "Claims" arising from the same "wrongful act" or series of continuous, repeated, or related "wrongful acts"; or
 2. "Claims" for which persons or organizations covered in those policies are jointly and severally liable.

In any such case, we shall not be liable under this endorsement for an amount greater than the proportion of the "loss" to which this endorsement's applicable Limit of Liability bears to the total applicable limit of liability under all such policies.

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.

SECTION V. DEDUCTIBLE

You shall be responsible for the deductible amount set forth in Item 4. of the Schedule above. The deductible applies to each "wrongful act", and you may not insure against it. All "claims" arising from a "wrongful act" or series of continuous, repeated, or related "wrongful acts" shall be subject to one deductible. Expenses we incur in investigating, defending and settling "claims" and "suits" are included in the deductible. In our sole discretion, we may pay all or part of the deductible to settle a "claim", in which case you agree to repay us promptly after we notify you of the settlement.

SECTION VI. CONDITIONS

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

Before coverage will apply under this endorsement, you must notify us in writing of any "claim" against you as soon as practicable but in all events not later than:

1. The end of the "MPL Coverage Period" or Extended Reporting Period (if applicable); or
2. Within thirty (30) days after the end of the "MPL Coverage Period", as long as such "claim" was first made against you within the final thirty (30) days of the "MPL Coverage Period" and reported to us no later than thirty (30) days after the date such "claim" was first made against you.

You must also immediately record the specifics of the "claim" and the date you received it and send copies of all demands, suit papers, or other legal documents you receive, as soon as possible to us.

B. Your Assistance and Cooperation

1. You agree to cooperate with and help us:
 - a. In making settlements, subject to subparagraph c. herein;
 - b. In enforcing any legal rights you or we may have against anyone who may be liable to you;
 - c. By attending depositions, hearings and trials; and
 - d. By securing and giving evidence, and obtaining the attendance of witnesses.
2. You shall take such actions which, in your judgment, are deemed necessary and practicable to prevent or limit "loss" arising from your "wrongful acts".
3. You shall not admit any liability, assume any financial obligation or pay out any money without our prior written consent. If you do, it shall be at your own expense. In addition,

you shall not take any action, or fail to take any required action, without our written consent, which prejudices our rights under this endorsement.

C. Where Coverage Applies

This endorsement applies to "wrongful acts" committed anywhere in the world, provided that any "claim" must be brought against you in the United States of America, its territories and possessions or Canada.

D. Special Rights and Duties of Named Insured

You agree that when there is more than one person or organization covered under this endorsement, the first "named insured" shall act on behalf of all of you as to:

1. Acceptance of any changes to this endorsement; and
2. Acceptance or refusal of any applicable Extended Reporting Period.

E. Extended Reporting Periods

1. You shall have the right to the Extended Reporting Periods described below in the event that:

- a. You or we shall cancel the coverage provided under this endorsement; or
- b. You or we shall refuse to renew the coverage provided under this endorsement.

2. If an event as specified in Paragraph 1. of this Clause E. has occurred, you shall have the right to the following:

- a. An Automatic Extended Reporting Period of sixty (60) days after the effective date of cancellation or nonrenewal at no additional premium in which to give us written notice of "claims" first made against the insureds during said Automatic Extended Reporting Period for any "wrongful act" occurring prior to the end of the "MPL Coverage Period" and which is otherwise covered by this endorsement.

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 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 as stated in Item 3. of the Schedule above.

- b. Upon payment of an additional premium of up to 100% of the full annual premium, a Supplemental Extended Reporting Period of up to one (1) year immediately following the effective date of cancellation or nonrenewal in which to give us written notice of "claims" first made against you during said Supplemental Extended Reporting Period for any "wrongful act" occurring prior to the end of the "MPL Coverage Period" and which is otherwise covered by this endorsement.

As used herein, "full annual premium" means the premium level as stated in Item 7. of the Schedule above and in effect immediately prior to the end of the "MPL Coverage Period".

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due within thirty (30) days of the effective date of cancellation or non-renewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

The Supplemental 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 miscellaneous professional liability endorsement shall not constitute a refusal to renew.

The aggregate Limit of Liability for the Supplemental Extended Reporting Period shall be part of, and not in addition to, the aggregate Limit of Liability as stated in Item 3. of the Schedule above.

If the "named insured" exercises the right to purchase a Supplemental Extended Reporting Period, the Automatic Extended Reporting Period shall be deemed void *ab initio*.

The insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

3. Purchased Supplemental Extended Reporting Period

Pursuant to your rights set forth in Paragraph **E.2.b.** above, the following provision applies only if Item 8. of the Schedule above is completed:

- a. Solely with respect to the professional liability coverage provided by this endorsement, within the one (1) year period following the Effective Time (hereinafter referred to as the "Supplemental Extended Reporting Period"), you may report to us by written notice any "claim" first made against you during the Supplemental Extended Reporting Period for any "wrongful act(s)" occurring prior to the Effective Time and otherwise covered by this endorsement.
- b. The entire premium charged for the Supplemental Extended Reporting Period under this paragraph **E.3.** shall be fully earned as of the Effective Time.
- c. The aggregate Limit of Liability for the Supplemental Extended Reporting Period under this paragraph **E.3.** shall be part of, and not in addition to, the aggregate Limit of Liability for the "MPL Coverage Period" stated in Item 3. of the Schedule above.
- d. Notwithstanding any other provision of the policy or this endorsement, the Supplemental Extended Reporting Period coverage under this paragraph **E.3.** shall not provide coverage for any "wrongful act(s)" occurring after the Effective Time.

F. Notice of Circumstance

If during the "MPL Coverage Period" or Extended Reporting Period, 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 the "MPL Coverage Period", and provided you give written notice to us during the "MPL Coverage Period" or Extended Reporting Period, if applicable, of the circumstances and the reasons for anticipating such a "claim", with full facts 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 endorsement, be treated as a "claim" made against you and reported to us during the "MPL Coverage Period".

G. Change in Control of "Named Insured"

In the event of a "transaction", then coverage under this endorsement shall continue until the later of the termination of the "MPL Coverage Period" or such other date upon which we may agree, but only with respect to "wrongful acts" which occurred prior to the "transaction" and are otherwise covered by this endorsement. No coverage shall be provided after the "transaction" unless the "named insured" notifies us of the "transaction" in writing within thirty (30) days of such "transaction".

H. Headings

The descriptions in the headings of this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

I. Declarations and Schedule

By accepting this endorsement, you agree that the statements in the application, Declarations and Schedule above are true, and they are your agreements and representations. This endorsement is issued in reliance upon the truth of those representations.

J. Assignment

The interest of any insured is not assignable. You cannot assign or transfer your interest in this professional liability coverage provided by this endorsement without our written consent.

K. Other Insurance

Such professional liability insurance as is provided by this endorsement shall be excess of any other valid and collectible insurance available to you.

L. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this endorsement.

M. Legal Action Against Us

No person or organization has a right under this endorsement:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To bring legal action against us under this coverage unless there has been full compliance with all terms of this coverage.

A person or organization may sue us to recover an agreed settlement or a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

N. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual "named insured".

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

O. Representations

Any and all relevant provisions of this coverage endorsement may be voidable by us in any case of fraud, intentional concealment, or misrepresentation of material fact by any insured.

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness or disease, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.
- B. "Claim" means a demand for money or services, including a "suit", arising from your "wrongful act".
- C. "Claim expenses" mean all reasonable and necessary fees charged by an attorney with our consent and incurred in connection with any "suit" brought against you alleging a "wrongful act", as well as all other reasonable and necessary fees, costs and expenses incurred in the defense or investigation of a "claim" by us or by you with our written consent. "Claim expenses" shall also include premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a "claim"; however, we shall have no obligation to appeal or to obtain these bonds. "Claim expenses" do not include salary charges or expenses of you or your employees.
- D. "Damages" mean any amount that you shall be legally required to pay because of judgments or arbitration awards rendered against you, or for settlements negotiated by us with your written

consent; provided that "damages" shall not include:

1. Any amounts for which you are not financially liable or for which there is no legal recourse against you;
2. The costs and expenses of complying with any injunctive or other form of equitable relief;
3. Punitive or exemplary damages;
4. The multiplied portion of multiplied damages; or
5. Matters that may be deemed uninsurable under the law.

"Damages" shall include:

1. Pre-judgment interest; and
 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.
- E. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under:
1. The provisions of any applicable federal, state or local law; or
 2. The provisions of any formal program established by you.
- F. "First Inception Date" means the inception date of the first Miscellaneous Professional Liability endorsement issued by us to the "named insured" and continually renewed by us until the inception date of this current endorsement.
- G. "Loss" means the total sum of "damages" and "claim expenses". "Loss" shall not mean, and this endorsement shall not cover:
1. Fines, penalties, or taxes;
 2. Non-pecuniary relief; or
 3. Matters which may be deemed uninsurable under the law pursuant to which this endorsement shall be construed.
- H. "MPL Coverage Period" means the period commencing on the effective date shown in Item 5. of the Schedule above. This period ends on the earlier of the expiration date shown thereon or the effective date of cancellation of this coverage endorsement. If you become an insured under this coverage endorsement after the effective date thereof, the "MPL Coverage Period" begins on the date you became an insured.

- I. "Named insured" means the individual, entity, partnership, or corporation designated as such in the Schedule above.
- J. "Over-redemption" means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- K. "Personal Injury Peril" means:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; or
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- L. "Pollutants" include, 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.
- M. "Professional services" mean those services as described and set forth in Item 2. of the Schedule above.
- N. "Property damage" means physical injury to, or loss or destruction of, tangible property including the loss of use thereof; or loss of use of tangible property which has not been physically injured or destroyed.
- O. "Retroactive date" means the date set forth in Item 6. of the Schedule above.
- P. "Subsidiary" shall mean any corporation of which the "named insured" owns on the inception date of the "MPL Coverage 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 "MPL Coverage 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. 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 have agreed to any additional premium and/or amendment of the provisions of this endorsement 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 endorsement does not provide coverage for 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".

- Q.** "Suit" means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. "Suit" includes a binding arbitration

proceeding in which "damages" are alleged and to which you must submit or do submit with our consent.

- R.** "Transaction" means any of the following that occur during the "MPL Coverage Period":

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.

- S.** "Wrongful act" means any actual or alleged negligent act, error or omission, misstatement or misleading statement, including any of the foregoing that results in a "personal injury peril," but only to the extent committed by your performance of "professional services".

Solely if you are a Collection Agent, as defined by Item 2. of the Schedule above, "wrongful act" also means any actual or alleged 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.