

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TRAVEL AGENTS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

(CLAIMS MADE FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a claims made form. Coverage is afforded for claims first made against you during the policy period. There is a 90 day reporting period upon termination of the policy. Read this endorsement carefully to determine your rights, duties and what is and is not covered.

In consideration of payment of the applicable premium and subject to the insuring agreement, definitions, conditions, limitations, warranties and exclusions, we agree to provide coverage as follows:

Section I - Coverage

1. Insuring Agreement

A. We will pay those sums that the insured becomes legally obligated to pay as "Damages" because of a negligent act, error or omission in the rendering or failure to render "Professional Services" by an insured or by any person for whose negligent act, errors or omissions the insured is legally responsible. No other obligations of liability to pay sums or perform acts or services is covered unless provided for under section I (3) Supplementary Payments.

B. The negligent act, error or omission must take place within the coverage territory during the policy period. We will have the right and duty to defend any "Suit" seeking "Damages", but we will have no duty to defend the insured against any "Suit" seeking "Damages" for a negligent act, error or omission to which this insurance does not apply. However,

(1) The amount we will pay for "Damages" is limited as described in limits of insurance (Section III).

(2) We may investigate and settle any "Claim" or "Suit" at our discretion and we shall have the exclusive rights to contest or settle any "Claim" or "Suit"; and

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Exclusions

A. For failure to return monies deposited with you.

B. For any "Claim" arising from the sale of insurance. This exclusion does not apply to travel insurance for an organized trip.

C. For any "Claim" arising from the failure of you to pay monies owed.

D. For any "Claim" by an insured against another insured.

E. For any "Claim" by any present, former or prospective partner, officer, director, stockholder or employee of any insured.

F. For any "Claim" known by the insured prior to the inception date of this policy or the first consecutive policy issued to you.

G. For any "Claim" by any business entity in which you own an interest, is a partner, or which is a parent, affiliate, subsidiary or Sister Company or any insured.

H. For any "Claim" the insured may be liable under any workers compensation law, unemployment compensation or disability benefits law, or under any Federal Maritime Law. This includes, but is not limited to the Jones Act, U.S. Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws.

I. For any "Bodily Injury" or "Property Damage" except when arising out of any negligent act error or omission of the insured in the rendering or failure to render "Professional Services".

J. For "Bodily Injury" to any employee of the "Insured".

K. For liability assumed by you under any contract or agreement this exclusion does not apply to liability for "Damages" that any insured would

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

have in the absence of any contractor agreement.

L. For "Property Damage" to:

- 1) Property owned occupied by or rented to the insured.
- 2) Property in the care, custody or control of the insured or property that is controlled by the insured.

M. For "Claims" resulting in fines, judicial sanctions, penalties, punitive and/or exemplary damages.

N. For any "Claim" reported to another insurance company prior to inception of this policy.

O. For any "Claim" arising out of any intentional, willful or deliberate act of the insured.

P. For any "Claim" arising out of invasion of privacy, libel, slander, defamation of character, false arrest, detention, imprisonment, assault, battery, wrongful, entry or eviction.

Q. For any "Claim" arising out of discrimination by the insured. This includes age, race, sex, religion, and national origin, and marital status, mental or physical disability. This exclusion does not apply to discrimination for valid R. For any "Claim" arising out of trade mark, trade dress, trade name, patent or copyright infringement.

S. For any "Claim" arising from the insolvency or bankruptcy of any person, firm or organization.

T. For any "Claim" arising out of any criminal act by any insured or employees.

U. For any "Claim" rising or resulting from sexual abuse or harassment or sexual acts, whether cause by, at the instigation of, or as a result of any act, error or omission by any insured, patrons or from any causes.

V. For any "Claim" rising from potential or actual transmission of or

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

exposure to Human Immunodeficiency Virus (HIV) Hepatitis or any other disease.

W. For any "Claim" arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes. Wastes include materials to be recycled, reconditioned or reclaimed.

X. For any "Claims" arising out of or resulting from, caused on contributed by asbestos or exposure to asbestos. This includes the cost of abatement, mitigation, removal or disposal of asbestos.

3. Supplementary payments

We will pay with respect to any "Claim" or "Suit" we defend:

- 1) All expenses we incur.
- 2) The of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the "Claim" or "Suit" including actual loss of earning up to \$100 per day because or time off from work.
- 4) All costs taxed against the insured in the "Suit".
- 5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- 6) All interest on the full amount of any judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Section II - Who is an insured

Each of the following is an insured under this coverage part.

- A. The named insured shall be the entity stated in the declarations; and
- B. Any entity to whom a certificate of insurance has been issued under this policy.
- C. Any officer, director or stockholder while acting within the scope of his or her duties.
- D. The heirs, administrators and legal representatives of any insured, but only as respects "Professional Services" rendered prior to such insureds death, incapacity or bankruptcy.

Section III - Limits of Insurance

- 1. The higher of limits of Insurance shown in the declarations or those shown on a Certificate of Insurance issued to an insured Certificate Holder under this policy certificate and the rules below determines the most we will pay regardless of the number of:
 - A. Insureds;
 - B. Claims made or "Suit" brought; or
 - C. Persons or organizations making claims or bringing "Suit"
- 2. The aggregate limit is the most we will pay for the sum of all "Damages" to which this insurance applies. However, this aggregate limit applies separately to each certificate holder who's Certificate of Insurance shows Travel Agents Professional Liability coverage.
- 3. Subject to the aggregate limit, the each claim limit is the most we will pay for the sum of all damages arising out of any negligent act, error or omission. However, the each claim limit applies separately to each certificate holder who's Certificate of Insurance shows Travel Agents Professional Liability coverage.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Section IV - Conditions

1. Bankruptcy - Bankruptcy or in solvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. Duties in the event of a negligent act, error or omission or "Claim" or "Suit".

A. You must notify us promptly of a negligent act, error or omission which may result in a claim. Notice should include:

1) How, when and where the negligent act, error or omission took place; and

2) The names and addresses of any injured person or witnesses.

B. If a claim is made or "Suit" is brought against any insured, you must see to it that we receive prompt written notice of the "Claim" or "Suit".

C. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summons or local papers received in connection with the "Claim" or "Suit".

2) Authorize us to obtain records and other information.

3) Assist us in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply.

D. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, settle any claim, admit any liability our consent.

3. Legal Action Against Us

No person or organization has a right under the coverage part:

A. To join us a party otherwise bring us into a "Suit" asking or "Damages"

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

from an insured; or

B. To sue us on this coverage part unless all of its terms have been fully complied with.

4. Other Insurance

If other valid and collectible insurance is available to the insured covering a "Claim" also covered by this endorsement, the insurance afforded shall be in excess of and shall not contribute with such other insurance. We will not make any payments under this endorsement until the limits of such other insurance have been exhausted.

5. Audit and Inspection.

We have the right, but are not obligated, to inspect the insureds property, operations or records at any time. This shall not constitute an undertaking on behalf of or for the benefit of the insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law or regulation.

6. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "Suit" or transfer those rights to us and help enforce them.

Section V - Definitions Applicable to this Endorsement

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish resulting from any of these at any time.

2. "Claim" means any verbal or written claim for money "Damages" made against the insured; or a verbal or written allegation made against the insured; or a fact or circumstance which could reasonably give rise to a claim for money "Damages".

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

3. "Coverage Territory" means:

- a. The United States of America, including its territories and possessions and Puerto Rico
- b. Anywhere else in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided that:

- (1) We shall have the right, but not the duty to investigate, defend, or settle any claims or "suits" for "Damages" because of a negligent act, error or omission in the rendering or failure to render "Professional Services".

- (2) If we do not exercise such right, you shall, under our supervision, make such investigation and defense as is reasonably necessary. Subject to our prior written authorization, you may also effect settlement. We shall, subject to all other provisions of this policy, reimburse you for the reasonable and necessary costs of such actions, and pay damages determined in a "suit" on the merits or in any settlement to which we agree.

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's office of Foreign Assets Control ("OFAC").

4. "Damages" means any compensatory amount which an insured is legally obligated to pay for any claim to which this insurance applies, but does not include injunctive or equitable relief of the return of fees or charges for services rendered.

5. "Professional Services" means those services rendered for arranging travel for a fee.

6. "Property Damage" means:

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

A. Physical injury to tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

7. "Suit" means a civil proceeding in which 'Damages' because of an act, error or omission to which this insurance applies are alleged. This includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

All other terms and conditions of this Policy remain unchanged.