

**MISCELLANEOUS PROFESSIONAL INDEMNITY POLICY**

**Add-on/Endorsement Wordings**

**Contents**

<b>ADDITIONAL INSURED ENDORSEMENT (EMPLOYEE AND/OR COMPANY)</b> .....	2
<b>ADDITIONAL INSURED WITH SUBSIDIARIES ENDORSEMENT</b> .....	3
<b>AIRCRAFT PRODUCTS EXCLUSION</b> .....	4
<b>COINSURANCE ENDORSEMENT</b> .....	6
<b>COMMINGLING OR IMPROPER USE OF FUNDS EXCLUSION</b> .....	7
<b>CONSTRUCTION MEANS, METHODS AND DEFECTS EXCLUSION</b> .....	8
<b>ABSOLUTE CYBER EVENT EXCLUSION</b> .....	9
<b>FINANCIAL CONSULTANT AND INVESTMENT ADVISOR SERVICES EXCLUSION</b> .....	10
<b>GENERAL LIABILITY EXTENSION</b> .....	11
<b>MEDICAL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT</b> .....	13
<b>PRIVACY EVENT AMENDATORY ENDORSEMENT</b> .....	14
<b>PRIVACY EVENT EXCLUSION ENDORSEMENT</b> .....	15
<b>RUN-OFF ENDORSEMENT</b> .....	16
<b>SANCTION ENDORSEMENT</b> .....	17
<b>SECURITY EVENT EXCLUSION ENDORSEMENT</b> .....	18
<b>SPECIFIC EVENT/MATTER EXCLUSION</b> .....	19
<b>SPECIFIC PERSON/ENTITY EXCLUSION</b> .....	20
<b>TIE-IN LIMITS ENDORSEMENT</b> .....	21
<b>UNENCRYPTED ELECTRONIC DATA EXCLUSION ENDORSEMENT</b> .....	22
<b>UNENCRYPTED PORTABLE ELECTRONIC DEVICE EXCLUSION ENDORSEMENT</b> .....	23
<b>US/CANADA CLAIMS/LAW EXCLUSION</b> .....	24
<b>US CLAIMS/LAW EXCLUSION</b> .....	25
<b>USA EXCLUSIONS ENDORSEMENT</b> .....	26

**ENDORSEMENT NO. XXXX**

**ADDITIONAL INSURED ENDORSEMENT (EMPLOYEE AND/OR COMPANY)**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

The following is added to Definition 4.23. Insured:

4.23.3 The persons or entities listed in the Schedule below but only with respect to a **Claim** or **Circumstance** arising out of a **Wrongful Professional Act** in the provision of **Professional Services** by the **Company** which is otherwise covered by this policy and taking place on or after the retroactive date(s) specified in the Schedule below.

**Schedule**

Additional Insureds	Retroactive Date(s)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**ADDITIONAL INSURED WITH SUBSIDIARIES ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

The Definition 4.6 **Company** is amended to include the entities listed in the SCHEDULE below and their **Subsidiaries** but only with respect to a **Claim** or **Circumstance** arising out of a **Wrongful Professional Act** in the provision that **Professional Services** by the **Company** which is otherwise covered by this policy and taking place on or after the retroactive date(s) specified in the Schedule below.

**SCHEDULE**

Entity	Retroactive Date(s)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX****AIRCRAFT PRODUCTS EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

**I. The following definitions are added to Section 4:****Aircraft Products**

**Aircraft Products** means:

1. aircraft, missiles, or spacecraft; or
2. any other goods or products produced or furnished by the **Insured** for the manufacture, repair, operation, maintenance, use, or entrustment to others of aircraft, missiles, or spacecraft, including but not limited to the following items:
  - a. goods or products installed in, used in connection with, or used as spare parts in aircraft, missiles, or spacecraft;
  - b. ground support and control equipment;
  - c. ground handling tools and equipment; or
3. any training aids, instructions, manuals, blueprints, engineering data, or engineering advice relating to the items described in Subsection 1. or Subsection 2. above; or
4. any services or labor provided by the **Insured** or by others trading under the **Insured's** name relating to Subsections 1., 2., or 3. above.

**Grounding**

**Grounding** means:

1. the withdrawal of any **Aircraft Products** from flight operations; or
2. the imposing of speed, passenger, or load restrictions on such **Aircraft Products** due to the existence of, or the alleged or suspected existence of any defect, fault, or condition in any **Aircraft Products**,

regardless of the ownership of the **Aircraft Products**.

**Testing**

**Testing** means examination, observation, evaluation, or measuring of the performance of **Aircraft Products**, either while in the air or on the ground.

**II. Aircraft Products exclusion is hereby added to Section 5. Exclusions of the policy with the**

following:

**Aircraft Products**

based upon, arising out of, or attributable to **Aircraft Products, Grounding or Testing.**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX****COINSURANCE ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

- i. The following is added to the Schedule:

**Coinsurance**

Coinsurance Percentage	<u>Xx</u> %	each and every <b>Claim</b>
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- ii. The Policy is amended as follows:

Section 7.2 is replaced with the following:

**7.2 Application of Retention and Coinsurance**

- 7.2.1 The **Insurer** shall only pay that amount of **Financial Loss** in respect of each **Claim** or fees, costs, expenses and amounts set out in Section 2. Extensions that is in excess of the applicable **Retention** specified in the Schedule.

The **Retention** is not part of the **Insurer's Limit of Liability**. The **Retention** is to be borne by the **Company** and shall remain uninsured, other than if insured by a **Subsidiary**. If more than one **Retention** is applicable to a single **Claim**, then the applicable **Retentions** will be applied separately to each part of such **Claim**, but the maximum total **Retention** applicable to such **Claim** shall not exceed the largest applicable **Retention**.

- 7.2.2 With respect to all **Financial Loss** excess of the applicable **Retention**, the **Company** shall bear uninsured and at its own risk that percentage of all such **Financial Loss** specified in the Schedule as the Coinsurance Percentage, and the **Insurer's** liability under this Policy shall only apply to the remaining percent of all such **Financial Loss**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX****COMMINGLING OR IMPROPER USE OF FUNDS EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

Commingling or Improper Use of Funds exclusion is added to Section 5. Exclusions of the Policy with the following:

**Commingling or Improper Use of Funds**

arising out of, based upon, resulting from or attributable any actual or alleged:

- A. commingling or improper use of funds, accounts, premiums, fees, taxes, claims commissions or brokerage monies for which any **Insured** collected or should have collected on behalf of another person or organization;
  - B. sums received by any **Insured** or credited to any **Insured's** account which any Insured returned or should have returned to another person or organization; or
- any claim amount that any **Insured** paid or should have paid to another person or organization.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**CONSTRUCTION MEANS, METHODS AND DEFECTS EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

Construction Means, Methods and Defects exclusion is added to Section 5. Exclusions of the Policy with the following:

**Construction Means, Methods and Defects**

arising out of, based upon, resulting from or attributable any actual or alleged construction means, methods, techniques, sequences, procedures and defects.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**ABSOLUTE CYBER EVENT EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

- i. The definition of **Wrongful Professional Act** is replaced with the following:

**Wrongful Professional Act** means any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty; actually or allegedly committed or attempted by an **Insured**, or by someone for whom the **Insured** is legally responsible in connection with rendering or failure to render **Professional Services** to others.

- ii. Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:

**Cyber Event**

arising from, based upon, in connection with, attributable to or as a consequence of a **Cyber Event**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**FINANCIAL CONSULTANT AND INVESTMENT ADVISOR SERVICES EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

Financial Consultant and Investment Advisors Services exclusion is added to Section 5. Exclusions of the Policy with the following:

**FINANCIAL CONSULTANT AND INVESTMENT ADVISOR SERVICES**

arising out of, based upon, resulting from or attributable to:

- i. any actual or alleged the **Insured's** exercise of any authority or discretionary control with respect to any client's funds or accounts;
- ii. any actual or alleged commingling of funds or monies;
- iii. any advice by an **Insured** in its capacity as, or the selection of, an investment manager, investment advisor or custodial firm;
- iv. any advice, promise or guarantee by an **Insured** as to the future value of investments or specified rate of return or interest;
- v. the failure of investments to perform as expected or desired;
- vi. the **Insured's** rendering or failure to render professional services as a securities broker/dealer or commodities broker/dealer;
- vii. any actual or alleged violation of the rules and regulations of any securities regulatory agency;
- viii. the transfer or failure to transfer funds, monies or securities; any advice by an **Insured** relating to investments, mergers, acquisitions, restructurings, divestitures or other investment banking services by an **Insured**; or
- ix. the **Insured's** actual or alleged use or disclosure of non-public information in violation of any securities or other law.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**GENERAL LIABILITY EXTENSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

1. The following is added to Item 2. of the Schedule:

Extension	Operative	Choose an item.	Retention
General Liability	Yes	XXXX	Xxxx
Business Activity:	Choose an item.		

2. The Policy is amended as follows:

- A. The following Extension of Cover is added to Section 2.

**General Liability**

The **Insurer** shall indemnify the **Company** for any **Financial Loss** resulting from a **Claim** first made during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, arising out of accidental **Personal Injury** or **Physical Damage** in the course of the **Company's Business** and first occurring during the **Period of Indemnity**.

The cover provided under this Extension shall be subject to both the applicable **Limit of Liability** and retention specified in the Schedule.

- B. The definition of **Claim** is amended to include the following:

In respect of the General Liability Extension, **Claim** shall solely mean a civil proceeding commenced by a third-party for compensatory damages resulting from **Personal Injury** or **Physical Damage**.

- C. The following definitions are added:

**Company's Business**

**Company's Business** means the Business Activity stated in the Schedule and shall include, for the purpose of those Business Activities attendance at conferences and tradeshows as either an speaker, exhibitor or visitor.

**Personal Injury**

**Personal Injury** means **Bodily Injury**, or **Mental Anguish** resulting from **Bodily Injury** that is suffered by someone other than an **Insured**.

**Physical Damage**

**Physical Damage** means damage to destruction of any:

- (i) tangible property owned by someone other than an Insured; or
- (ii) office space leased by the Company in connection with the Company's Business Activities

including

- a) the loss of use of such property; and
- b) any direct consequential loss

- D. Exclusion 5.3 Bodily Injury and Property Damage is amended to include the following:  
this exclusion shall also not apply to the General Liability Extension

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**MEDICAL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

I. Medical Professional Services definition is hereby added to Section 4. Definitions of the Policy:

**Medical Professional Services**

**Medical Professional Services** means the:

1. provision of medical, surgical, psychiatric, dental, nursing, podiatric or chiropractic examination, diagnostic imaging or treatment to any person, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing of drugs or medical, surgical, psychiatric, dental, podiatric or chiropractic supplies or appliances;
3. handling of or performing post-mortem examinations on human bodies;
4. provision of routine and/or esoteric testing services used in the diagnosis, monitoring, and/or treatment of disease or any other medical condition;
5. provision of veterinary services;
6. provision of services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of yours, hospital, or professional society; and
7. giving advice in connection with the above.

II. Medical Professional Services exclusion is hereby added to Section 5. Exclusions of the Policy:

**Medical Professional Services**

based upon, arising out of, or attributable to the rendering of or failure to render **Medical Professional Services**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX****PRIVACY EVENT AMENDATORY ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_ .

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

The Definition 4.36 **Privacy Event** in Section 4. Definitions of the Policy is deleted in its entirety and replaced with the following:

**Privacy Event**

**Privacy Event** means an actual or alleged unauthorised disclosure, loss or theft of:

- (i) **Personal Information** in the care, custody or control of any **Insured**; or
- (ii) corporate information in the care, custody or control of any **Insured** that is specifically identified as confidential and protected under a non- disclosure agreement or similar contract.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**PRIVACY EVENT EXCLUSION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

- (i) The definition of **Wrongful Professional Act** is replaced with the following:

**Wrongful Professional Act** means

4.53.1 Any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty; or

4.53.2 a **Wrongful Security Act**

actually or allegedly committed or attempted by an **Insured**, or by someone for whom the **Insured** is legally responsible in connection with rendering or failure to render **Professional Services** to others

- (ii) Privacy Event exclusion is added to Section 5. Exclusions of the Policy with the following:

**Privacy Event**

arising from, based upon, in connection with, attributable to or as a consequence of a **Privacy Event**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**RUN-OFF ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

A. The 1.3 (a) **Period of Insurance** as stated on the Schedule is amended as follows:

**Period of Insurance:** From ENTER ORIGINAL INCEPTION OF THE POLICY  
To ENTER END OF RUN-OFF DATE

Both days inclusive at the local standard time (item 1.2)

B. The following exclusion is hereby added to Section 5. Exclusions:

The **Insurer** shall not be liable to make any payment for **Financial Loss** in connection with any **Claim**, alleging, arising out of, based upon or attributable any **Wrongful Act** that occurs after 1 day before Run-off start date local standard time. This policy only provides coverage for **Wrongful Acts** occurring before Run-off start date local standard time and subject to all of the other terms, conditions and limitations of this Policy.

C. The Extension of Cover 2.10 Extended Reporting Period is deleted in its entirety.

D. The Sub-section 3.3. Change in Control is hereby deleted in its entirety.

E. The General Condition 7.5 Cancellation of Section 7 General Conditions is deleted in its entirety and replaced by the following:

**7.5 Cancellation**

This Policy may not be cancelled by the **Insurer**, except for non-payment of premium. This Policy may not be cancelled by any party, including the **Policyholder** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**SANCTION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**SECURITY EVENT EXCLUSION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

- i. The definition **Wrongful Professional Act** is replaced with the following:

**Wrongful Professional Act** means:

4.53.1 Any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty; or

4.53.2 a **Wrongful Privacy Act**

actually or allegedly committed or attempted by an **Insured**, or by someone for whom the **Insured** is legally responsible in connection with rendering or failure to render **Professional Services** to others.

- ii. The following exclusion is added:

**Security Event**

arising out of, based upon, resulting from or attributable to or as a consequence of a **Security Event**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**SPECIFIC EVENT/MATTER EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

In consideration of the premium charged, it is hereby understood and agreed that the following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**Specific Event/Matter**

alleging, arising from, based upon, in connection with, attributable to or as a consequence of any Event/Matter set forth below, or any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to such Event/Matter without limiting the effectiveness of Exclusions 5.4 Conduct, and 5.17 Prior and Pending Claims or Notifications, of this Policy.

**Event/Matter:**

- (1) Specify with requisite details
- (2)
- (3)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**SPECIFIC PERSON/ENTITY EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_ .

In consideration of the premium charged, it is hereby understood and agreed that the following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**Specific Person/Entity**

relating to or arising from any **Claim** brought by, on behalf of or against the person or entity listed below; or brought by any directors, officers or employees of any entity listed below:

PERSON OR ENTITY

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**TIE-IN LIMITS ENDORSEMENT**

This endorsement effective XX.XX.XXXX forms a part of Policy number XXXXXX issued to XXXXXXXXXX.

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

The maximum liability for all payments under this Policy and the policies Scheduled below shall be <Dollar amount shown in the Schedule>.

Schedule			
Insurer	Policyholder	Limits of Liability	Policy Number
<u>&lt;Name&gt;</u>	<u>&lt;Name&gt;</u>		<u>&lt;Number&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;Name&gt;</u>		<u>&lt;Number&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;Name&gt;</u>		<u>&lt;Number&gt;</u>

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**UNENCRYPTED ELECTRONIC DATA EXCLUSION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

Unencrypted Electronic Data exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**Unencrypted Electronic Data**

arising out of, based upon, in connection with, attributable to or as a consequence of the loss, theft or disclosure of unencrypted **Electronic Data**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**UNENCRYPTED PORTABLE ELECTRONIC DEVICE EXCLUSION ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

Unencrypted Portable Electronic Device exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**Unencrypted Portable Electronic Device**

arising out of, based upon, in connection with, attributable to or as a consequence of the loss, theft or unauthorized possession of an unencrypted portable electronic device, including but not limited to a smartphone, laptop, tablet, tape, portable hard drive, flash drive, CD-ROM, or DVD.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**US/CANADA CLAIMS/LAW EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_ .

In consideration of the premium charged, it is hereby understood and agreed that the following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**US/Canada Claims/Law**

alleging, arising from, based upon, in connection with, attributable to or as consequence of any **Claim** brought or commenced, in whole or in part: (i) within the jurisdiction of; or (ii) pursuant to the laws of, the United States of America or Canada or their territories and/or possessions.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX**

**US CLAIMS/LAW EXCLUSION**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_ .

In consideration of the premium charged, it is hereby understood and agreed that the following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

**US Claims/Law**

alleging, arising from, based upon, in connection with, attributable to or as consequence of any **Claim** brought or commenced, in whole or in part: (i) within the jurisdiction of; or (ii) pursuant to the laws of, the United States of America or its territories and/or possessions.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT NO. XXXX****USA EXCLUSIONS ENDORSEMENT**

This endorsement effective \_\_\_\_\_ forms a part of Policy number XXX issued to \_\_\_\_\_.

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

USA Exclusions is added to Section 5. Exclusions of the Policy with the following:

**USA Exclusions**

- A. based upon, directly or indirectly arising out of or attributable to any action or omission that violates or is alleged to violate:
- (i) the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - (ii) the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - (iii) the Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
  - (iv) any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.
- B. based upon, arising out of or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by any of the following:
- (i) the Fair Labour Standards Act (except the Equal Pay Act) and any other law concerning wage and hour practices, including, but not limited to any **Claim** for off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversions, unjust enrichment, or unfair business practices;
  - (ii) any law governing the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including but not limited to the National Labour Relations Act, or the enforcement of any collective bargaining agreement;
  - (iii) the Worker Adjustment and Retraining Notification Act;
  - (iv) the Consolidated Omnibus Budget Reconciliation Act of 1985;
  - (v) the Occupational Safety and Health Act;
  - (vi) the Racketeer Influenced and Corrupt Organizations Act;
  - (vii) the Federal False Claims Act; or
  - (viii) rules or regulations promulgated under any of such statutes or laws, amendments thereto or similar provisions of any federal, state, local or foreign statutory law or common law.

- C. based upon, arising out of, or attributable to any actual or alleged:
- (i) violation by the **Insured** of the Employee Retirement Income Security Act of 1974 (U.S.) (ERISA) or any other similar federal, state, provincial, territorial or municipal act;
  - (ii) violation by the **Insured** of the Securities Act of 1933 (U.S.), the Securities Exchange Act of 1934 (U.S.), the Investment Company Act of 1940 (U.S.), the Investment Advisors Act (U.S.) or any other foreign, federal, state, provincial, territorial, or local securities law;
  - (iii) violation by the **Insured** of the Federal Trade Commission Act (U.S.), the Sherman Anti-Trust Act (U.S.), the Clayton Act (U.S.) or any other federal, state, provincial, territorial, local, or common law or rules or regulations involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade, or otherwise protecting competition; or
  - (iv) any amendment, addition, or replacement of any statute, ordinance, regulation, rule, or directive shown in (i). to (iii). above.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIST OF EXTENSIONS / ENDORSEMENTS**

SI No	Name of the Add-on Cover	UIN
1.	Court Attendance Costs	IRDAN152CPLB0743V01202526/A0744V01202526
2.	Emergency Costs	IRDAN152CPLB0743V01202526/A0745V01202526
3.	Employee Dishonesty	IRDAN152CPLB0743V01202526/A0746V01202526
4.	Heirs, Estates, Legal Representatives and Domestic Partners	IRDAN152CPLB0743V01202526/A0747V01202526
5.	Loss Mitigation	IRDAN152CPLB0743V01202526/A0748V01202526
6.	Loss of Documents and Data	IRDAN152CPLB0743V01202526/A0749V01202526
7.	Media	IRDAN152CPLB0743V01202526/A0750V01202526
8.	Technology Services	IRDAN152CPLB0743V01202526/A0751V01202526
9.	Vicarious Liability	IRDAN152CPLB0743V01202526/A0752V01202526
10.	Extended Reporting Period	IRDAN152CPLB0743V01202526/A0753V01202526
11.	Additional Insured Endorsement (Employee and/or Company)	IRDAN152CPLB0743V01202526/A0754V01202526
12.	Additional Insured with Subsidiaries Endorsement	IRDAN152CPLB0743V01202526/A0755V01202526
13.	Aircraft Products Exclusion	IRDAN152CPLB0743V01202526/A0756V01202526
14.	Coinsurance Endorsement	IRDAN152CPLB0743V01202526/A0757V01202526
15.	Commingling or Improper Use of Funds Exclusion	IRDAN152CPLB0743V01202526/A0758V01202526
16.	Construction Means, Methods and Defects Exclusion	IRDAN152CPLB0743V01202526/A0759V01202526
17.	Absolute Cyber Event Exclusion	IRDAN152CPLB0743V01202526/A0760V01202526
18.	Financial Consultant and Investment Advisor Services Exclusion	IRDAN152CPLB0743V01202526/A0761V01202526
19.	General Liability Extension	IRDAN152CPLB0743V01202526/A0762V01202526
20.	Medical Professional Services Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0763V01202526
21.	Privacy Event Amendatory Endorsement	IRDAN152CPLB0743V01202526/A0764V01202526
22.	Privacy Event Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0765V01202526
23.	Run-Off Endorsement	IRDAN152CPLB0743V01202526/A0766V01202526
24.	Sanction Endorsement	IRDAN152CPLB0743V01202526/A0767V01202526
25.	Security Event Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0768V01202526
26.	Specific Event/Matter Exclusion	IRDAN152CPLB0743V01202526/A0769V01202526
27.	Specific Person/Entity Exclusion	IRDAN152CPLB0743V01202526/A0770V01202526
28.	Tie-In Limits Endorsement	IRDAN152CPLB0743V01202526/A0771V01202526
29.	Unencrypted Electronic Data Exclusion Endorsement	IRDAN152CPLB0743V01202526/A0772V01202526
30.	Unencrypted Portable Electronic Device	IRDAN152CPLB0743V01202526/A0773V01202526

	Exclusion Endorsement	
31.	US/Canada Claims/Law Exclusion	IRDAN152CPLB0743V01202526/A0774V01202526
32.	US Claims/Law Exclusion	IRDAN152CPLB0743V01202526/A0775V01202526
33.	USA Exclusions Endorsement	IRDAN152CPLB0743V01202526/A0776V01202526