

PROFESSIONAL INDEMNITY PLUS

Endorsement Library

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Endorsement Number
Endorsement Effective Date:
PROFESSIONAL INDEMNITY COVERAGE - ACCOUNTANTS

It is agreed that:

I. The following are added to Item 3. of the Policy Schedule:

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.8	Civil Fines and Penalties	Yes / No	Xxxx	Xxxx
2.9	Defamation	Yes / No	Xxxx	Per Section 4.
2.10	External Appointments	Yes / No	Xxxx	Per Section 4.
2.11	Professional Investigations	Yes / No	Xxxx	Xxxx
2.12	Pro Bono Services	Yes / No	Xxxx	Per Section 4.
2.13	Technology Services	Yes / No	Xxxx	Per Section 4.

II. The Policy is amended as follows:

1. The Preamble is deleted and replaced with the following:

In consideration of the payment of the premium, and in reliance upon the statements made in the **Proposal**, and subject to the terms and conditions of this Policy (including any endorsement hereto), coverage under this Policy is afforded solely for **Financial Loss** resulting directly from **Claims** first made against the **Insured**, or **Professional Investigations**, Loss Mitigation or other Extensions of Cover first occurring during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by Section 6.1 of this Policy.

2. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Civil Fines and Penalties

The Insurer will pay **Civil Fines and Penalties** imposed on an **Employee** that arise from a covered **Claim** or **Professional Investigation** made against such **Employee**, but only to the extent that such **Civil Fines and Penalties** are insurable under both the law applicable to this Policy and the jurisdiction in which such **Civil Fines and Penalties** are imposed.

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

2.9 Defamation

The **Insurer** shall indemnify the **Insured** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon libel, slander, offence or injurious falsehood committed unintentionally by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** within the provision of **Professional Services**.

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

2.10 External Appointments

The **Insurer** shall indemnify the **Employee** for **Financial Loss** resulting directly from a **Claim** made against an **Employee** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Professional Act** committed on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** in their capacity as **Independent Director** of an **Outside Entity**; provided that:

- 2.10.1 such **Wrongful Professional Act** was committed in the rendering of or failure to render **Professional Services** to such **Outside Entity**;
- 2.10.2 the **Employee** acts in such role at the written request of the **Company** ; and
- 2.10.3 the **Claim** does not arise from **Wrongful Professional Act** committed in whole or part after the **Employee** ceases working in the regular service of the **Company**.

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

2.11 Professional Investigations

The **Insurer** shall indemnify the **Insured** for all **Professional Investigation Costs** resulting directly from a **Professional Investigation** arising from the rendering of or failure to render **Professional Services**.

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

2.12 Pro Bono Services

The **Insurer** shall indemnify the **Employee** for **Financial Loss** resulting directly from a **Claim** first made against an **Employee** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon for a **Wrongful Act** committed on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** while providing **Professional Services** to a charitable organization without compensation of any kind provided that:

- 2.12.1 such **Professional Services** were authorized by a partner, principle, officer or owner of the **Company** prior to the rendering of such **Professional Services**; and
- 2.12.2 the **Claim** does not arise from a **Wrongful Act** committed in whole or part after the **Employee** ceases working in the regular service of the **Company**.

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

2.13 Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

3. Section 3. Changes in Risk is deleted and replaced with the following:

Changes in Risk

3.1 Material Change

As a condition precedent to coverage under this Policy, the **Policyholder** shall give written notice to the **Insurer** of any **Material Change** as soon as reasonably practicable, however no later than thirty (30) days after such **Material Change** occurs. Such notice shall include sufficient details to permit the **Insurer** to assess and evaluate the potential increase in exposure presented by the **Material Change**.

The **Insurer**, in its sole discretion, may impose an additional premium and/or amendments to the Policy due to the **Material Change**. If the **Policyholder** does not agree to the amendments or does not pay the additional premium when due, the **Insurer** has the right to cancel this Policy by giving thirty (30) days prior written notice to the **Policyholder**.

3.2 Change in Control

The cover provided by this Policy shall only apply in respect of **Wrongful Acts** or other events covered by this Policy committed or occurring prior to the effective date of a **Change in Control**.

As a condition precedent to coverage under this Policy, the **Policyholder** shall give written notice to the **Insurer** of such **Change in Control** as soon as reasonably practicable, however no later than thirty (30) days after the **Change in Control**.

Notwithstanding the effect on cover caused by such **Change in Control** there shall be no entitlement to cancellation of this Policy by any party (other than for non-payment of premium) and the entire premium for this Policy shall be deemed to have been fully earned as of the date of such **Change in Control**.

4. Section 4. Definitions is amended as follows:

A. The last sentence of Definition 4.5 Claim is replaced with the following

For the purposes of Sections 5, 6 and 7 only, **Claim** shall also mean **Professional Investigation, Potential Claim** and the event insured under Extension 2.6 Loss of Documents and Data.

B. The following is added to the end of Definition 4.10 Defence Costs:

Defence Costs shall not include **Professional Investigation Costs**.

C. Definition 4.15 Employee is replaced with the following:

4.15 Employee

Employee means a natural person who, during the **Period of Insurance** or after the **Retroactive Date**,

- 4.15.1 performs **Professional Services** in the regular service of the **Company**, in the ordinary course of the **Company's** business and whom the **Company** compensates by salary, wages and/or commissions and has the right to govern, instruct and direct in the performance of such **Professional Services**; or
- 4.15.2 is seconded to the **Company**, or guest student pursuing studies or duties or any person engaged in work experience or on a training scheme with the **Company** while working under their direct control and supervision.

The definition of **Employee** shall not include any:

- (i) **Director or Officer** of a **Company**, unless when:
 - (a) performing acts within the scope of the usual duties of an employee (other than a **Director or Officer**) providing **Professional Services** to or for the **Company** under a contract of employment and direct control and supervision; or
 - (b) while acting as a member of a committee duly elected or appointed by resolution of the board of directors of the **Company** to perform specific **Professional Services**, as distinguished from general directorial acts, on behalf of the **Company** and working under the direct control and supervision of the **Company**;
- (ii) **Service Provider**;
- (iii) independent contractor; or
- (v) external lawyers or solicitors or employees of independent valuation firms.

D. Definition 4.19 Financial Loss is amended as follows:

1. Subsection 4.19.1 is replaced with the following:

4.19.1 the total amount the **Insured** is legally liable to pay for:

- (i) compensatory, punitive, exemplary or multiple damages (to the extent insurable under the law of this Policy and the law of the jurisdiction in which the payment is to be made) and related costs (including pre-judgment and post-judgment interest, plaintiff's or claimant's legal fees, attorney's fees and expenses, court costs, accountant's costs and loss adjuster's costs) resulting from a **Claim** made against such **Insured**, for which coverage applies, awarded pursuant to a final judgment or other final adjudication of a court or tribunal by whose jurisdiction the **Insured** is bound, or following arbitration or other alternative dispute resolution processes whose findings are binding upon the **Insured**;
 - (ii) compensation for damages awarded by an **Official Body**, or
 - (iii) a settlement negotiated by the **Insured** with the **Insurer's** prior written consent;
- or

2. The first sentence of Subsection 4.19.3 is replaced with the following:

4.19.3 the fees, costs, expenses and amounts covered under Extensions 2.5 Loss Mitigation, 2.6 Loss of Documents and Data, and 2.8 Civil Fines and Penalties in Section 2 of this Policy.

3. The following subsection is added:

4.19.4 **Professional Investigation Costs** resulting from a **Professional Investigation**;

E. The first paragraph of definition 4.45 Subsidiary is replaced with the following:

Subsidiary means any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy, the **Policyholder**, directly or indirectly through one or more **Subsidiary**:

F. The following definitions are added:

Civil Fines and Penalties

Civil Fines and Penalties means civil money penalties and fines directly assessed by an **Official Body** against an **Employee** for personal civil liability or arising out of the provision or failure to provide **Professional Services**, but only if such fines and penalties are not relating to or resulting from a knowing, wilful or criminal violation of law.

Independent Director

Independent Director means an **Employee** of the **Company** serving as a:

- (i) Registrar;
- (ii) Secretary;
- (iii) a board member; or
- (iv) a member of a board committee;

of an **Outside Entity** under a specific appointment and at the request of the **Company** to provide **Professional Services** on behalf of the **Company**.

Material Change

Material Change means:

- (i) An increase or decrease of accountants or professional corporations resulting in a change to the **Policyholder** of greater than 35% of the total of all accountants of the **Policyholder** who perform **Professional Services** on behalf of the **Policyholder**;
- (ii) The acquisition of accountants or professional partnerships or corporations domiciled in the United States of America;
- (iii) the commencement of the provision of **Professional Services** in Areas of Practice significantly different from the Areas of Practice which the **Policyholder** identified in the **Proposal** this policy was based upon: or
- (iv) Solely with respect to a **Policyholder** with 4 or less accountants, any involuntary or voluntary revocation or suspension of an accountant's license or certification.

Official Body

Official Body means any government, governmental or administrative body or agency or similar public body with authority over the **Professional Services** of the **Insured**, that has the legal authority to regulate, control, supervise, conduct **Professional Investigations**, perform audits, assess and levy fines and penalties, issue orders or directives, or to undertake other actions or measures; as well as, any other public or administrative agency or self-regulatory body or professional body that is empowered by statute or statutory regulation to perform the above functions.

Outside Entity

Outside Entity means any entity not owned, controlled, operated or managed by the **Company**.

Professional Investigation

Professional Investigation means any formal civil, administrative or regulatory investigation, hearing, examination or inquiry commenced or brought by an **Official Body** concerning:

- (i) the affairs of a **Company** in the provision of or failure to provide **Professional Services**; or
- (ii) an **Employee** acting in his capacity as such, commenced or brought by an **Official Body**, where no **Wrongful Professional Act** has been specified;

once an **Employee** of the **Company** is identified in writing and receives formal written notice from an **Official Body** requiring such **Employee** to cooperate or attend, or to produce documents, provided that:

- (a) such formal written notice from an **Official Body** first arises during the **Period of Insurance** or **Extended Reporting Period** (if applicable); and
- (b) the **Professional Investigation** concerns acts or conduct or a **Wrongful Professional Act** that occurs after the inception date of this Policy and the **Retroactive Date**; and
- (c) the **Insured** has notified the **Insurer** of such formal written notice from an **Official Body** in accordance with Section 6.2 of this Policy.

Professional Investigation does not mean any routine regulatory supervision, inspection or compliance reviews, or any industry wide investigation, hearing, examination or inquiry which focuses on five (5) or more industry actors rather than the **Insured**.

Professional Investigation Costs

Professional Investigation Costs means reasonable and necessary fees, costs, charges and expenses incurred, with the prior written consent of the **Insurer** (except as provided for under Extension 2.5) for or on behalf of an **Employee** or the **Employee's** legal representative:

- (a) in preparing for, attending or producing documents to a **Professional Investigation**; or
- (b) in responding to a raid on, or on-site visit to, any **Insured** by an **Official Body** that involves the production, review, copying or confiscation of files or interviews of any **Insured**.

Professional Investigation Costs shall not mean any fees, costs, charges or expenses incurred by the **Company** in connection with a **Professional Investigation**, remuneration of **Employees**, costs of their time or costs of overheads of the **Company**.

Professional Services

Professional Services means

- (i) services provided by or on behalf of the **Insured** to a **Third-Party Client** in the **Insured's** capacity as an accountant, auditor, bookkeeper or tax preparer; provided, that the:
 - (a) services are provided for compensation and pursuant to a written contract or agreement;
 - (b) services are allowed under applicable laws, statutes, rules, regulations issued by any **Official Body** having jurisdiction over the **Insured**; and
 - (c) **Insured** providing such services is duly authorised, licensed and/or approved to provide such services
- (ii) advisory and consulting services provided by or on behalf of the **Insured** to a **Third-Party Client** for compensation and pursuant to a written contract or agreement;
- (iii) an **Employee's** activity as a member of a formal:
 - (a) accreditation;
 - (b) ethics;
 - (c) peer review;
 - (d) licensing;
 - (e) standards review; or
 - (f) bar association;committee;

including any related service or operation of the **Insured** to support the provision of such services.

Technology Services

Technology Services means the design, development, licensing, provisioning, maintenance and support of:

- (i) an on-line platform used to provide a **Third-Party Client** 1) **Professional Services** or 2) access to tools and resources related to the **Company's Professional Services**;
- (ii) a mobile application provided to the **Third-Party Clients** of the **Insured** in order to access the **Company's** on-line platform or **Professional Services**;
 - (iii) software such as API's to connect the **Company's Computer System** with the **Computer Systems** of a **Third-Party Client** to facilitate data exchange or the provision of **Professional Services**; or
- (iv) technology consulting services provided to **Third-Party Clients** in conjunction with **Professional Services**.

Wrongful Technology Act

Wrongful Technology 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 the **Insured's** rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

5. Section 5. Exclusions is amended as follows:

A. Exclusions 5.2, 5.3, 5.9 and 5.16 are deleted and replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured** or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or

5.2.2 any express guarantee or warranty. Provided however, this exclusion will not apply to a warranty or guarantee by the **Insured** that the **Professional Services** performed by the **Insured** are in conformity with the standard of care applicable to such **Professional Services**.

5.3 Bodily Injury and Property Damage

arising from, based upon, in connection with, attributable to or as a consequence of **Bodily Injury, Mental Anguish, or Property Damage**; provided, that this exclusion shall not apply to:

5.3.1 Loss of **Documents** or Data, in accordance with Extension 2.6; or

5.3.2 **Mental Anguish** resulting from a **Wrongful Privacy Act**.

5.9 Governmental Regulatory Action

arising from, based upon, in connection with, attributable to or as a consequence of any action or investigation brought by, in the right of, on behalf of or at the behest of, or instigated or maintained against an **Insured** by an **Official Body** or any other government, regulatory or licensing authority or commission, whether directly or indirectly, and whether brought in its capacity as an **Official Body** government, regulatory or licensing authority or commission, or as a receiver, conservator, liquidator, securities holder or assignee of an **Insured**, provided, that this exclusion shall not apply to:

5.9.1 a **Claim** by such entity when acting solely in its own interests in its capacity as a **Third-Party Client** of an **Insured**;

5.9.2 a **Claim** brought by such entity by, on behalf of or for the benefit of a **Third-Party Client** of any **Insured** seeking compensation for a specified **Wrongful Act** of an **Insured**;

5.9.3 **Civil Fines and Penalties** covered under clause 4.19.3 of the definition of **Financial Loss**; or

5.9.4 **Professional Investigation Costs** covered under Extension 2.11.

5.16 Prior and Pending Claims or Notifications

arising out of, based upon, in connection with, attributable to or as a consequence of:

- 5.16.1 any act, fact, same or related **Wrongful Act**, event, **Circumstance**, situation, or **Claim** or other matter which has been the subject of any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception date of this Policy;
- 5.16.2 any act, error or omission or **Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, fact, event, **Circumstance**, situation, or **Claim** occurring, initiated, committed or commenced prior to:
 - 1) the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement, of which a **Responsible Officer** became aware, knew or could have reasonably foreseen that could give rise to a **Claim** or coverage under this Policy; or
 - 2) the **Retroactive Date**;
- 5.16.3 any written demand, suit or proceeding, order, decree or judgment entered, against any **Insured**, or **Professional Investigation**, pending or initiated or commenced on or prior to the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement; or
- 5.16.4 any **Interrelated Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, **Defamation** as covered by Extension 2.9, or loss of **Documents** as covered by Extension 2.6 which has the same originating cause as any item referenced in 5.16.1, 5.16.2 or 5.16.3 above; or any **Mitigation Costs** relating to the foregoing.

B. The following is added at the end of Exclusion 5.13 Merger and Acquisition:

except when the **Insured** is acting on behalf of a **Third-Party Client** of the **Insured**.

C. The following exclusions are added:

Investments

arising out of, based upon, in connection with, attributable to or as a consequence of

- (i) the depreciation or failure to appreciate in value of any investments or portfolio of investments, including but not limited to securities, commodities, currencies, options and futures transactions;
- (ii) any actual or alleged representation, advice or guarantee provided by or on behalf of the **Insured** as to the performance of any such investments; or
- (iii) the sale or promotion of any investment that is not compliant with all statutory requirements.

Money Laundering or Related Financial Crime

arising out of, based upon, in connection with, attributable to or as a consequence of, directly or indirectly, any actual or alleged money laundering or related financial crime which the **Insured** knew or reasonably should have known constituted money laundering or related financial crime. For the purposes of this exclusion, Money Laundering or Related Financial Crime has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule,

regulation, or international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

Tax Shelter

arising out of, based upon, in connection with, attributable to or as a consequence of relating to or involving, directly or indirectly, any actual or alleged promotion or facilitation of tax evasion or tax shelter arrangements.

6. Section 6 is amended as follows:

A. Subsection 6.1.1. is deleted and replaced with the following:

6.1.1 The **Insurer** shall only be liable under this Policy for **Claims** that have been reported to the **Insurer** in writing as soon as reasonably practicable after a **Responsible Officer** first becomes aware of such **Claim** but no later than thirty (30) days after the expiry of the **Period of Insurance** or within the **Extended Reporting Period** (if applicable).

Written notice under this section shall include, but not be limited to, a description of the **Claim**, the nature of the alleged or potential **Financial Loss**, the details of the actual or potential claimants and the date and manner in which the **Insured** first became aware of the **Claim** or **Professional Investigation**.

B. The following subsection is added after subsection 6.1.2:

If an **Insured** is unable to notify the **Insurer** as set forth Item 6.1.1 above as a result of a specific direction or prohibition from disclosing information by an **Official Body**:

- (a) the **Insured** shall notify the circumstance to the **Insurer** as set forth in item 6.1.2 above;
- (b) the **Insured** shall advise the **Insurer** of the existence of the non-disclosure agreement and provide full disclosure of relevant information as permitted by an **Official Body** within thirty (30) days from being allowed to make such disclosure by the **Official Body**; and
- (c) the **Insured** shall always keep the **Insurer** informed as set forth in Items 6.1.1 and 6.1.2 to the fullest extent permitted by the **Official Body** during this disclosure limitation and afterwards provide full details as requested by the **Insurer** once this limitation is removed.

7. Subsection 7.9. is deleted and replaced with the following:

7.9 Other Insurance, Order of Payments and Non-Stacking of Limits

If a **Financial Loss** covered under this Policy is also covered, wholly or partially, by any other valid and collectable insurance policy, this Policy shall only apply and pay **Financial Loss** in excess of the amount paid by such other insurance policy, and irrespective of whether such other insurance policy is stated to be primary, contributory, excess, contingent or otherwise. As excess insurance this Policy shall not apply or contribute to the payment of any **Financial Loss** until the insured limits and **Retentions** amounts of that other insurance policy have been exhausted.

Notwithstanding the above, this Policy shall always apply specifically as excess of any indemnification as follows:

- 7.9.1 any valid and collectable insurance coverage: afforded to the **Insured** under any Cyber Liability Insurance, Security and Privacy or similar insurance policy, as to any **Claim** or **Financial Loss** also covered, wholly or partially, under such policy.

In the event such other Cyber Liability Insurance, Security and Privacy or similar insurance policy afforded an **Insured** is provided by any member or entities forming part of the Zurich Insurance Group (or would be provided but for the application of the **Retention** amount, exhaustion of the limit of liability or failure to submit a notice of a claim as required), then the Zurich Insurance Group's maximum aggregate limit of liability for all **Financial Loss** under all such policies, as respects such cover, shall be the single largest limit of liability (as specified in the schedule) of such policies.

- 7.9.2 any indemnification provided by an **Outside Entity** to the **Independent Director** or by the **Company** to the **Employee**, and any valid and collectible indemnity to the **Independent Director** afforded under any Directors and Officers Liability policy purchased by either the **Company** or **Outside Entity**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number

Endorsement Effective Date:

**ARCHITECTS AND ENGINEERS PROFESSIONAL INDEMNITY COVERAGE
ENDORSEMENT**

It is agreed that:

I. The following are added to Item 3. of the Policy Schedule:

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.8	Civil Fines and Penalties	Yes / No	xxxx	Xxxx
2.9	Defamation	Yes / No	xxxx	Per Section 4.
2.10	Professional Investigations	Yes / No	xxxx	Xxxx
2.11	Technology Services	Yes / No	Xxxx	Per Section 4.

II. The Policy is amended as follows:

1. The Preamble is deleted and replaced with the following:

In consideration of the payment of the premium, and in reliance upon the statements made in the **Proposal**, and subject to the terms and conditions of this Policy (including any endorsement hereto), coverage under this Policy is afforded solely for **Financial Loss** resulting directly from **Claims** first made against the **Insured**, or **Professional Investigations**, Loss Mitigation or other Extensions of Cover first occurring during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by Section 6.1 of this Policy.

2. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Civil Fines and Penalties

The **Insurer** will pay **Civil Fines and Penalties** imposed on an **Employee** that arise from a covered **Claim** or **Professional Investigation** made against such **Employee**, but only to the extent that such **Civil Fines and Penalties** are insurable under both the law applicable to this Policy and the jurisdiction in which such **Civil Fines and Penalties** are imposed.

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

2.9 Defamation

The **Insurer** shall indemnify the **Insured** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon libel, slander, offence or injurious falsehood committed unintentionally by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** within the provision of **Professional Services**.

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

2.10 Professional Investigations

The **Insurer** shall indemnify the **Insured** for all **Professional Investigation Costs** resulting directly from a **Professional Investigation** arising from the rendering of or failure to render **Professional Services**.

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

(i) Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

3. Section 4. Definitions is amended as follows:

A. The last sentence of Definition 4.5 Claim is replaced with the following

For the purposes of Sections 5, 6 and 7 only, **Claim** shall also mean **Professional Investigation, Potential Claim** and the event insured under Extension 2.6 Loss of Documents and Data.

B. The following is added to the end of Definition 4.10 Defence Costs:

Defence Costs shall not include **Professional Investigation Costs**.

C. Definition 4.15 Employee is replaced with the following:

4.1 4.15 Employee

Employee means a natural person who, during the **Period of Insurance** or after the **Retroactive Date**,

- 4.15.1 performs **Professional Services** in the regular service of the **Company**, in the ordinary course of the **Company's** business and whom the **Company** compensates by salary, wages and/or commissions and has the right to govern, instruct and direct in the performance of such **Professional Services**; or

4.15.2 is seconded to the **Company**, or guest student pursuing studies or duties or any person engaged in work experience or on a training scheme with the **Company** while working under their direct control and supervision.

The definition of **Employee** shall not include any:

- (i) **Director or Officer** of a **Company**, unless when:
 - a) performing acts within the scope of the usual duties of an employee (other than a **Director or Officer**) providing **Professional Services** to or for the **Company** under a contract of employment and direct control and supervision; or
 - b) while acting as a member of a committee duly elected or appointed by resolution of the board of directors of the **Company** to perform specific **Professional Services**, as distinguished from general directorial acts, on behalf of the **Company** and working under the direct control and supervision of the **Company**;
- (ii) **Service Provider**;
- (iii) independent contractor or any agent; or
- (iv) external lawyers or solicitors or employees of independent valuation firms.

D. Definition 4.19 Financial Loss is amended as follows:

1. Subsection 4.19.1 is replaced with the following:

4.19.1 the total amount the **Insured** is legally liable to pay for:

- (i) compensatory, punitive, exemplary or multiple damages (to the extent insurable under the law of this Policy and the law of the jurisdiction in which the payment is to be made) and related costs (including pre-judgment and post-judgment interest, plaintiff's or claimant's legal fees, attorney's fees and expenses, court costs, accountant's costs and loss adjuster's costs) resulting from a **Claim** made against such **Insured**, for which coverage applies, awarded pursuant to a final judgment or other final adjudication of a court or tribunal by whose jurisdiction the **Insured** is bound, or following arbitration or other alternative dispute resolution processes whose findings are binding upon the **Insured**;
- (ii) compensation for damages awarded by an **Official Body**, or
- (iii) a settlement negotiated by the **Insured** with the **Insurer's** prior written consent; or

2. The first sentence of Subsection 4.19.3 is replaced with the following:

4.19.3 the fees, costs, expenses and amounts covered under Extensions 2.5 Loss Mitigation, 2.6 Loss of Documents and Data, and 2.8 Civil Fines and Penalties in Section 2 of this Policy.

3. The following subsection is added:

4.19.4 **Professional Investigation Costs** resulting from a **Professional Investigation**;

E. Definition 4.27 Mental Anguish is replaced with the following:

4.27 Mental Anguish

Mental Anguish means mental injury, mental distress, emotional distress, emotional pain, and emotional suffering or shock.

F. The following definitions are added:

Civil Fines and Penalties

Civil Fines and Penalties means civil money penalties and fines directly assessed by an **Official Body** against an **Employee** for personal civil liability or arising out of the provision or failure to provide **Professional Services**, but only if such fines and penalties are not relating to or resulting from a knowing, wilful or criminal violation of law.

Official Body

Official Body means any government, governmental or administrative body or agency or similar public body with authority over the **Professional Services** of the **Insured**, that has the legal authority to regulate, control, supervise, conduct **Professional Investigations**, perform audits, assess and levy fines and penalties, issue orders or directives, or to undertake other actions or measures; as well as, any other public or administrative agency or self-regulatory body or professional body that is empowered by statute or statutory regulation to perform the above functions.

Professional Investigation

Professional Investigation means any formal civil, administrative or regulatory investigation, hearing, examination or inquiry commenced or brought by an **Official Body** concerning:

- (i) the affairs of a **Company** in the provision of or failure to provide **Professional Services**; or
- (ii) an **Employee** acting in his capacity as such, commenced or brought by an **Official Body**, where no **Wrongful Professional Act** has been specified;

once an **Employee** of the **Company** is identified in writing and receives formal written notice from an **Official Body** requiring such **Employee** to cooperate or attend, or to produce documents, provided that:

- (a) such formal written notice from an **Official Body** first arises during the **Period of Insurance** or **Extended Reporting Period** (if applicable); and
- (b) the **Professional Investigation** concerns acts or conduct or a **Wrongful Professional Act** that occurs after the inception date of this Policy and the **Retroactive Date**; and
- (c) the **Insured** has notified the **Insurer** of such formal written notice from an **Official Body** in accordance with Section 6.2 of this Policy.

Professional Investigation does not mean any routine regulatory supervision, inspection or compliance reviews, or any industry wide investigation, hearing, examination or inquiry which focuses on five (5) or more industry actors rather than the **Insured**.

Professional Investigation Costs

Professional Investigation Costs means reasonable and necessary fees, costs, charges and expenses incurred, with the prior written consent of the **Insurer** (except as provided for under Extension 2.5, for or on behalf of an **Employee** or the **Employee's** legal representative:

- (a) in preparing for, attending or producing documents to a **Professional Investigation**; or
- (b) in responding to a raid on, or on-site visit to, any **Insured** by an **Official Body** that involves the production, review, copying or confiscation of files or interviews of any **Insured**.

Professional Investigation Costs shall not mean any fees, costs, charges or expenses incurred by the **Company** in connection with a **Professional Investigation**, remuneration of **Employees**, costs of their time or costs of overheads of the **Company**.

Professional Services

Professional Services means services provided by or on behalf of the **Insured** to a **Third-Party Client** in the **Insured's** capacity as an:

- (i) architect or engineer;
- (ii) landscape architect, land surveyor or planner;
- (iii) project manager;
- (iv) interior designer or space planner;
- (v) scientist; or
- (vi) technical consultant;

including any related service or operation of the **Insured** to support the provision of such services;

provided, that the:

- (a) **Professional Services** are provided to a **Third-Party Client** for compensation pursuant to a written contract or agreement;
- (b) **Professional Services** are allowed under applicable laws, statutes, rules, regulations issued by any **Official Body** having jurisdiction over the **Insured**; and
- (c) **Insured** providing such **Professional Services** is duly authorised, licensed and/or approved to provide such **Professional Services**.

Technology Services

Technology Services means:

- (i) the design, development, licensing, provisioning, maintenance and support of an on-line platform used to provide a **Third-Party Client** 1) **Professional Services** or 2) access to tools and resources related to the **Company's Professional Services**; or
- (ii) the provisioning, maintenance and support of Building Information Modelling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program.

Wrongful Technology Act

Wrongful Technology 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 the **Insured's** rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

4. Section 5. Exclusions is amended as follows:

A. Exclusion 5.3 Bodily Injury and Property Damage is deleted in its entirety.

B. Exclusions 5.2, 5.9 and 5.16 are deleted and replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured** or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or

5.2.2 any express guarantee or warranty, including but not limited to, any express warranty ensuring that what is being designed, built or supplied is or will be fit for its intended purpose. Provided however, this exclusion will not apply to a warranty or guarantee by the **Insured** that the **Professional Services** performed by the **Insured** are in conformity with the standard of care applicable to such **Professional Services**.

5.9 Governmental Regulatory Action

arising from, based upon, in connection with, attributable to or as a consequence of any action or investigation brought by, in the right of, on behalf of or at the behest of, or instigated or maintained against an **Insured** by an **Official Body** or any other government, regulatory or licensing authority or commission, whether directly or indirectly, and whether brought in its capacity as an **Official Body**, government, regulatory or licensing authority or commission, or as a receiver, conservator, liquidator, securities holder or assignee of an **Insured**, provided, that this exclusion shall not apply to:

5.9.1 a **Claim** by such entity when acting solely in its own interests in its capacity as a **Third-Party Client** of an **Insured**;

5.9.2 a **Claim** brought by such entity by, on behalf of or for the benefit of a **Third-Party Client** of any **Insured** seeking compensation for a specified **Wrongful Professional Act** of an **Insured**;

5.9.3 **Civil Fines and Penalties** covered under clause 4.19.3 of the definition of **Financial Loss**; or

5.9.4 **Professional Investigation Costs** covered under Extension 2.10.

5.16 Prior and Pending Claims or Notifications

arising out of, based upon, in connection with, attributable to or as a consequence of:

- 5.16.1 any act, fact, same or related **Wrongful Act**, event, **Circumstance**, situation, or **Claim** or other matter which has been the subject of any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception date of this Policy;
- 5.16.2 any act, error or omission or **Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, fact, event, **Circumstance**, situation, or **Claim** occurring, initiated, committed or commenced prior to:
- 3) the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement, of which a **Responsible Officer** became aware, knew or could have reasonably foreseen that could give rise to a **Claim** or coverage under this Policy; or
 - 4) the **Retroactive Date**;
- 5.16.3 any written demand, suit or proceeding, order, decree or judgment entered, against any **Insured**, or **Professional Investigation**, pending or initiated or commenced on or prior to the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement; or
- 5.16.4 any **Interrelated Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, loss of **Documents** as covered by Extension 2.6 or **Defamation** as covered by Extension 2.9 which has the same originating cause as any item referenced in 5.16.1, 5.16.2 or 5.16.3 above; or any **Mitigation Costs** relating to the foregoing.

C. The following exclusions are added:

Construction

arising from, based upon, in connection with, attributable to or as a consequence of construction performed by the **Insured**, its agent or its subcontractor, including but not limited to performing construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation or supplying any materials, parts or equipment; provided however, this exclusion does not apply to:

- (i) supplying furnishings as a part of interior design services; or
- (ii) drilling, excavation or other sampling or testing procedures necessary to perform **Professional Services**.

Cost Overrun

arising from, based upon, in connection with, attributable to or as a consequence of any cost overrun or any error in estimation of the cost of a project, irrespective of the cause.

Mental Anguish

arising from, based upon, in connection with, attributable to or as a consequence of **Mental Anguish**; provided, that this exclusion shall not apply to:

- (i) **Mental Anguish** resulting directly from Bodily Injury caused by a **Wrongful Professional Act**;
- (ii) Loss of Documents or Data, in accordance with Extension 2.6; or
- (iii) **Mental Anguish** resulting from a **Wrongful Privacy Act**.

Products Liability

arising out of, based upon, in connection with, attributable to or as a consequence of any the sale or distribution of any product developed by the **Insured** or by others under license or trade name from the **Insured** for multiple sale or mass distribution;

This exclusion does not apply to Extension 2.11 Technology Services.

5. Subsection 6.1 is amended as follows:

A. Subsection 6.1.1. is deleted and replaced with the following:

6.1.1 The **Insurer** shall only be liable under this Policy for **Claims** that have been reported to the **Insurer** in writing as soon as reasonably practicable after a **Responsible Officer** first becomes aware of such **Claim** but no later than thirty (30) days after the expiry of the **Period of Insurance** or within the **Extended Reporting Period** (if applicable).

Written notice under this section shall include, but not be limited to, a description of the **Claim**, the nature of the alleged or potential **Financial Loss**, the details of the actual or potential claimants and the date and manner in which the **Insured** first became aware of the **Claim** or **Professional Investigation**.

B. The following subsection is added after subsection 6.1.2:

If an **Insured** is unable to notify the **Insurer** as set forth Item 6.1.1 above as a result of a specific direction or prohibition from disclosing information by an **Official Body**:

- (a) the **Insured** shall notify the circumstance to the **Insurer** as set forth in item 6.1.2 above; and
- (b) the **Insured** shall advise the **Insurer** of the existence of the non-disclosure agreement and provide full disclosure of relevant information as permitted by an **Official Body** within thirty (30) days from being allowed to make such disclosure by the **Official Body**; and
- (c) the **Insured** shall always keep the **Insurer** informed as set forth in Items 6.1.1 and 6.1.2 to the fullest extent permitted by the **Official Body** during this disclosure limitation and afterwards provide full details as requested by the **Insurer** once this limitation is removed.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number
Endorsement Effective Date:

DESIGN AND CONSTRUCT PROFESSIONAL INDEMNITY COVERAGE ENDORSEMENT

It is agreed that:

- I. The following are added to Item 3. of the Policy Schedule:

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.8	Civil Fines and Penalties	Yes / No	xxxx	Xxxx
2.9	Defamation	Yes / No	xxxx	Per Section 4.
2.10	Professional Investigations	Yes / No	xxxx	Xxxx

- II. The Policy is amended as follows:

1. The Preamble is deleted and replaced with the following:

In consideration of the payment of the premium, and in reliance upon the statements made in the **Proposal**, and subject to the terms and conditions of this Policy (including any endorsement hereto), coverage under this Policy is afforded solely for **Financial Loss** resulting directly from **Claims** first made against the **Insured**, or **Professional Investigations**, Loss Mitigation or other Extensions of Cover first occurring during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by Section 6.1 of this Policy.

2. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Civil Fines and Penalties

The Insurer will pay **Civil Fines and Penalties** imposed on an **Employee** that arise from a covered **Claim** or **Professional Investigation** made against such **Employee**, but only to the extent that such **Civil Fines and Penalties** are insurable under both the law applicable to this Policy and the jurisdiction in which such **Civil Fines and Penalties** are imposed.

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

2.9 Defamation

The **Insurer** shall indemnify the **Insured** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon libel, slander, offence or injurious falsehood committed unintentionally by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** within the provision of **Professional Services**.

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

2.10 Professional Investigations

The **Insurer** shall indemnify the **Insured** for all **Professional Investigation Costs** resulting directly from a **Professional Investigation** arising from the rendering of or failure to render **Professional Services**.

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

3. Section 4. Definitions is amended as follows:

A. The last sentence of Definition 4.5 Claim is replaced with the following:

For the purposes of Sections 5, 6 and 7 only, **Claim** shall also mean **Professional Investigation, Potential Claim** and the event insured under Extension 2.6 Loss of Documents and Data.

B. The following is added to the end of Definition 4.10 Defence Costs:

Defence Costs shall not include **Professional Investigation Costs**.

C. Definition 4.19 Financial Loss is amended as follows:

1. Subsection 4.19.1 is replaced with the following:

4.19.1 the total amount the **Insured** is legally liable to pay for:

- (i) compensatory, punitive, exemplary or multiple damages (to the extent insurable under the law of this Policy and the law of the jurisdiction in which the payment is to be made) and related costs (including pre-judgment and post-judgment interest, plaintiff's or claimant's legal fees, attorney's fees and expenses, court costs, accountant's costs and loss adjuster's costs) resulting from a **Claim** made against such **Insured**, for which coverage applies, awarded pursuant to a final judgment or other final adjudication of a court or tribunal by whose jurisdiction the **Insured** is bound, or following arbitration or other alternative dispute resolution processes whose findings are binding upon the **Insured**;
- (ii) compensation for damages awarded by an **Official Body**, or
- (iii) a settlement negotiated by the **Insured** with the **Insurer's** prior written consent; or

2. The first sentence of Subsection 4.19.3 is replaced with the following:

4.19.3 the fees, costs, expenses and amounts covered under Extensions 2.5 Loss Mitigation, 2.6 Loss of Documents and Data, and 2.8 Civil Fines and Penalties in Section 2 of this Policy.

3. The following subsection is added:

4.19.4 **Professional Investigation Costs** resulting from a **Professional Investigation**;

D. Definition 4.27 Mental Anguish is replaced with the following:

4.27 Mental Anguish

Mental Anguish means mental injury, mental distress, emotional distress, emotional pain, and emotional suffering or shock.

E. Definition 4.47 Wrongful Act is replaced with the following:

4.47 Wrongful Act

Wrongful Act means a **Wrongful Professional Act** in connection with rendering or failure to render **Professional Services** to **Third-Party Clients**.

F. The following definitions are added:

Civil Fines and Penalties

Civil Fines and Penalties means civil money penalties and fines directly assessed by an **Official Body** against an **Employee** for personal civil liability or arising out of the provision or failure to

provide **Professional Services**, but only if such fines and penalties are not relating to or resulting from a knowing, wilful or criminal violation of law.

Official Body

Official Body means any government, governmental or administrative body or agency or similar public body with authority over the **Professional Services** of the **Insured**, that has the legal authority to regulate, control, supervise, conduct **Professional Investigations**, perform audits, assess and levy fines and penalties, issue orders or directives, or to undertake other actions or measures; as well as, any other public or administrative agency or self-regulatory body or professional body that is empowered by statute or statutory regulation to perform the above functions.

Professional Investigation

Professional Investigation means any formal civil, administrative or regulatory investigation, hearing, examination or inquiry commenced or brought by an **Official Body** concerning:

- (i) the affairs of a **Company** in the provision of or failure to provide **Professional Services**; or
- (ii) an **Employee** acting in his capacity as such, commenced or brought by an **Official Body**, where no **Wrongful Professional Act** has been specified;

once an **Employee** of the **Company** is identified in writing and receives formal written notice from an **Official Body** requiring such **Employee** to cooperate or attend, or to produce documents, provided that:

- (a) such formal written notice from an **Official Body** first arises during the **Period of Insurance** or **Extended Reporting Period** (if applicable); and
- (b) the **Professional Investigation** concerns acts or conduct or a **Wrongful Professional Act** that occurs after the inception date of this Policy and the **Retroactive Date**; and
- (c) the **Insured** has notified the **Insurer** of such formal written notice from an **Official Body** in accordance with Section 6.2 of this Policy.

Professional Investigation does not mean any routine regulatory supervision, inspection or compliance reviews, or any industry wide investigation, hearing, examination or inquiry which focuses on five (5) or more industry actors rather than the **Insured**.

Professional Investigation Costs

Professional Investigation Costs means reasonable and necessary fees, costs, charges and expenses incurred, with the prior written consent of the **Insurer** (except as provided for under Extension 2.5, for or on behalf of an **Employee** or the **Employee's** legal representative:

- (a) in preparing for, attending or producing documents to a **Professional Investigation**; or
- (b) in responding to a raid on, or on-site visit to, any **Insured** by an **Official Body** that involves the production, review, copying or confiscation of files or interviews of any **Insured**.

Professional Investigation Costs shall not mean any fees, costs, charges or expenses incurred by the **Company** in connection with a **Professional Investigation**, remuneration of **Employees**, costs of their time or costs of overheads of the **Company**.

Professional Services

Professional Services means services provided by or on behalf of the **Insured** to a **Third-Party Client**:

- (i) in the **Insured's** capacity as an architect or engineer, landscape architect, interior designer or space planner;
- (ii) in certification of elements of construction for compliance with laws, regulations, codes of practice, and construction plans;
- (iii) as a construction manager, program manager, project manager, owner's representative, including design assist services and constructability reviews; or
- (iv) in managing Building Information Modelling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS);

including any related administrative service or back office operation of the **Insured** to support the provision of such services;

provided, that:

- (a) such services are provided to a **Third-Party Client** for compensation pursuant to a written contract or agreement; and
- (b) the services identified in sections (i) and (ii):
 1. are allowed under applicable laws, statutes, rules, regulations issued by any **Official Body** having jurisdiction over the **Insured**; and
 2. the **Insured** providing such services is duly authorised, licensed and/or approved to provide such services.

Professional Services do not include:

1. the day to day supervision of manual labour or physical construction work; or
2. supervision of any of subcontractors' workmanship

4. Section 5. Exclusions is amended as follows:

A. Exclusion 5.3 Bodily Injury and Property Damage is deleted in its entirety.

B. Exclusions 5.2, 5.9, 5.14 and 5.16 are deleted and replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

- 5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured** or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or
- 5.2.2 any express guarantee or warranty, including but not limited to, any express warranty ensuring that what is being designed, built or supplied is or will be fit for its intended purpose. Provided however, this exclusion will not apply to a warranty or guarantee by the **Insured** that the **Professional Services** performed by the **Insured** are in conformity with the standard of care applicable to such **Professional Services**.

5.9 Governmental Regulatory Action

arising from, based upon, in connection with, attributable to or as a consequence of any action or investigation brought by, in the right of, on behalf of or at the behest of, or instigated or maintained against an **Insured** by an **Official Body** or any other government, regulatory or licensing authority or commission, whether directly or indirectly, and whether brought in its capacity as an **Official Body**, government, regulatory or licensing authority or commission, or as a receiver, conservator,

liquidator, securities holder or assignee of an **Insured**, provided, that this exclusion shall not apply to:

- 5.9.1 a **Claim** by such entity when acting solely in its own interests in its capacity as a **Third-Party Client** of an **Insured**;
- 5.9.2 a **Claim** brought by such entity by, on behalf of or for the benefit of a **Third-Party Client** of any **Insured** seeking compensation for a specified **Wrongful Professional Act** of an **Insured**;
- 5.9.3 **Civil Fines and Penalties** covered under clause 4.19.3 of the definition of **Financial Loss**;
or
- 5.9.4 **Professional Investigation Costs** covered under Extension 2.10.

5.14 Nuclear and Pollution

arising out of, based upon, in connection with, attributable to or as a consequence of:

- 5.14.1 the hazardous properties of nuclear material including but not limited to the actual, alleged, threatened or potential:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - 5.14.2 any claim, suit, direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- Subsections 5.14.1 and 5.14.2 apply whether or not such **Pollutants** have any function in the **Insured's** business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any **Financial Loss** associated with such **Pollutants**;
- 5.14.3 the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** at any time; provided however, this exclusion does not apply **Defence Costs** incurred as of the result of a **Claim** alleging a **Wrongful Professional Act** committed by the **Insured**.

5.16 Prior and Pending Claims or Notifications

arising out of, based upon, in connection with, attributable to or as a consequence of:

- 5.16.1 any act, fact, same or related **Wrongful Act**, event, **Circumstance**, situation, or **Claim** or other matter which has been the subject of any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception date of this Policy;
- 5.16.2 any act, error or omission or **Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, fact, event, **Circumstance**, situation, or **Claim** occurring, initiated, committed or commenced prior to:
 - 5) the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement, of which a **Responsible Officer** became aware, knew or could have reasonably foreseen that could give rise to a **Claim** or coverage under this Policy; or
 - 6) the **Retroactive Date**;
- 5.16.3 any written demand, suit or proceeding, order, decree or judgment entered, against any **Insured**, or **Professional Investigation**, pending or initiated or commenced on or prior to the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement; or
- 5.16.4 any **Interrelated Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, loss of **Documents** as covered by Extension 2.6 or **Defamation** as covered by Extension 2.9

which has the same originating cause as any item referenced in 5.16.1, 5.16.2 or 5.16.3 above; or any **Mitigation Costs** relating to the foregoing.

C. The following exclusions are added:

Cost Overrun

arising from, based upon, in connection with, attributable to or as a consequence of any cost overrun or any error in estimation of the cost of a project, irrespective of the cause.

Faulty Workmanship

arising from, based upon, in connection with, attributable to or as a consequence of any faulty workmanship in any construction, erection, fabrication, installation, assembly or manufacturing process performed or provided by the Insured or anyone for whom any Insured is legally responsible, including materials, parts or equipment furnished in connection therewith and any workmanship that is not in accordance with the drawings and specifications with respect to any construction, erection, fabrication, installation, assembly or manufacturing process.

Mental Anguish

arising from, based upon, in connection with, attributable to or as a consequence of **Mental Anguish**; provided, that this exclusion shall not apply to:

- (i) **Mental Anguish** resulting directly from Bodily Injury caused by a **Wrongful Professional Act**;
- (ii) Loss of Documents or Data, in accordance with Extension 2.6; or
- (iii) **Mental Anguish** resulting from a **Wrongful Privacy Act**.

Products Liability

arising out of, based upon, in connection with, attributable to or as a consequence of any the sale or distribution of any product developed by the **Insured** or by others under license or trade name from the **Insured** for multiple sale or mass distribution;

5. Subsection 6.1.1. is deleted and replaced with the following:

- 6.1.1 The **Insurer** shall only be liable under this Policy for **Claims** that have been reported to the **Insurer** in writing as soon as reasonably practicable after a **Responsible Officer** first becomes aware of such **Claim** but no later than thirty (30) days after the expiry of the **Period of Insurance** or within the **Extended Reporting Period** (if applicable).
Written notice under this section shall include, but not be limited to, a description of the **Claim**, the nature of the alleged or potential **Financial Loss**, the details of the actual or potential claimants and the date and manner in which the **Insured** first became aware of the **Claim** or **Professional Investigation**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number
Endorsement Effective Date:
LAWYERS PROFESSIONAL INDEMNITY COVERAGE ENDORSEMENT

It is agreed that:

I. The following are added to Item 3. of the Policy Schedule:

No.	Extension	Operative	Sub-Limit Liability of	Retention
2.8	Civil Fines and Penalties	Yes / No	xxxx	Xxxx
2.9	Defamation	Yes / No	xxxx	Per Section 4.
2.10	External Appointments	Yes / No	xxxx	Per Section 4.
2.11	Professional Investigations	Yes / No	xxxx	Xxxx
2.12	Pro Bono Services	Yes / No	xxxx	Per Section 4.
2.13	Technology Services	Yes / No	Xxxx	Per Section 4.

II. The Policy is amended as follows:
A. The Preamble is deleted and replaced with the following:

In consideration of the payment of the premium, and in reliance upon the statements made in the **Proposal**, and subject to the terms and conditions of this Policy (including any endorsement hereto), coverage under this Policy is afforded solely for **Financial Loss** resulting directly from **Claims** first made against the **Insured**, or **Professional Investigations**, Loss Mitigation or other Extensions of Cover first occurring during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by Section 6.1 of this Policy.

B. The following Coverage Extensions are added to Section 2. Extensions of Cover:
2.8 Civil Fines and Penalties

The Insurer will pay **Civil Fines and Penalties** imposed on an **Employee** that arise from a covered **Claim** or **Professional Investigation** made against such **Employee**, but only to the extent that such **Civil Fines and Penalties** are insurable under both the law applicable to this Policy and the jurisdiction in which such **Civil Fines and Penalties** are imposed.

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

2.9 Defamation

The **Insurer** shall indemnify the **Insured** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon libel, slander, offence or injurious falsehood committed unintentionally by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** within the provision of **Professional Services**.

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

2.10 External Appointments

The **Insurer** shall indemnify the **Employee** for **Financial Loss** resulting directly from a **Claim** made against an **Employee** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Professional Act** committed on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** in their capacity as **Independent Director** of an **Outside Entity**; provided that:

- 2.10.1 such **Wrongful Professional Act** was committed in the rendering of or failure to render **Professional Services** to such **Outside Entity**;
- 2.10.2 the **Employee** acts in such role at the written request of the **Company** ; and
- 2.10.3 the **Claim** does not arise from **Wrongful Professional Act** committed in whole or part after the **Employee** ceases working in the regular service of the **Company**.

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

2.11 Professional Investigations

The **Insurer** shall indemnify the **Insured** for all **Professional Investigation Costs** resulting directly from a **Professional Investigation** arising from the rendering of or failure to render **Professional Services**.

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

2.12 Pro Bono Services

The **Insurer** shall indemnify the **Employee** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, made against an **Employee** for a **Wrongful Act** committed while providing **Professional Services**:

- 2.12.1 to a charitable organization provided that:
 - (a) such **Professional Services** are provided without compensation of any kind;
 - (b) such **Professional Services** were authorized by a partner, principle, officer or owner of the **Company** prior to the rendering of such **Professional Services**; and
 - (c) the **Claim** does not arise from a **Wrongful Act** committed in whole or part after the **Employee** ceases working in the regular service of the **Company**.
- 2.12.2 as part of a mandatory services requirement of an **Official Body**.

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

2.13 Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

C. Section 3. Changes in Risk is deleted and replaced with the following:

Changes in Risk

3.1 Material Change

As a condition precedent to coverage under this Policy, the **Policyholder** shall give written notice to the **Insurer** of any **Material Change** as soon as reasonably practicable, however no later than thirty (30) days after such **Material Change** occurs. Such notice shall include sufficient details to permit the **Insurer** to assess and evaluate the potential increase in exposure presented by the **Material Change**.

The **Insurer**, in its sole discretion, may impose an additional premium and/or amendments to the Policy due to the **Material Change**. If the **Policyholder** does not agree to the amendments or does not pay the additional premium when due, the **Insurer** has the right to cancel this Policy by giving thirty (30) days prior written notice to the **Policyholder**.

3.2 Change in Control

The cover provided by this Policy shall only apply in respect of **Wrongful Acts** or other events covered by this Policy committed or occurring prior to the effective date of a **Change in Control**.

As a condition precedent to coverage under this Policy, the **Policyholder** shall give written notice to the **Insurer** of such **Change in Control** as soon as reasonably practicable, however no later than thirty (30) days after the **Change in Control**.

Notwithstanding the effect on cover caused by such **Change in Control** there shall be no entitlement to cancellation of this Policy by any party (other than for non-payment of premium) and the entire premium for this Policy shall be deemed to have been fully earned as of the date of such **Change in Control**.

D. Section 4. Definitions is amended as follows:

A. The last sentence of Definition 4.5 Claim is replaced with the following

For the purposes of Sections 5, 6 and 7 only, **Claim** shall also mean **Professional Investigation**, **Potential Claim** and the event insured under Extension 2.6 Loss of Documents and Data.

B. The following is added to the end of Definition 4.10 Defence Costs:

Defence Costs shall not include **Professional Investigation Costs**.

C. Definition 4.15 Employee is replaced with the following:

4.2 **4.15 Employee**

Employee means a natural person who, during the **Period of Insurance** or after the **Retroactive Date**:

4.15.1 performs **Professional Services** in the regular service of the **Company**, in the ordinary course of the **Company's** business and whom the **Company** compensates by salary, wages and/or commissions and has the right to govern, instruct and direct in the performance of such **Professional Services**; or

4.15.2 is seconded to the **Company**, or guest student pursuing studies or duties or any person engaged in work experience or on a training scheme with the **Company** while working under their direct control and supervision.

The definition of **Employee** shall not include any:

- (i) **Director or Officer** of a **Company**, unless when
 - (a) performing acts within the scope of the usual duties of an employee (other than a **Director or Officer**) providing **Professional Services** to or for the **Company** under a contract of employment and direct control and supervision, or
 - (b) while acting as a member of a committee duly elected or appointed by resolution of the board of directors of the **Company** to perform specific **Professional Services**, as distinguished from general directorial acts, on behalf of the **Company** and working under the direct control and supervision of the **Company**;
- (ii) **Service Provider**; or
- (iii) independent contractor.

D. Definition 4.19 Financial Loss is amended as follows:

1. Subsection 4.19.1 is replaced with the following:

4.19.1 the total amount the **Insured** is legally liable to pay for:

- (i) compensatory, punitive, exemplary or multiple damages (to the extent insurable under the law of this Policy and the law of the jurisdiction in which the payment is to be made) and related costs (including pre-judgment and post-judgment interest, plaintiff's or claimant's legal fees, attorney's fees and expenses, court costs, accountant's costs and loss adjuster's costs) resulting from a **Claim** made against such **Insured**, for which coverage applies, awarded pursuant to a final judgment or other final adjudication of a court or tribunal by whose jurisdiction the **Insured** is bound, or following arbitration or other alternative dispute resolution processes whose findings are binding upon the **Insured**;
- (ii) compensation for damages awarded by an **Official Body**, or
- (iii) a settlement negotiated by the **Insured** with the **Insurer's** prior written consent; or

2. The first sentence of Subsection 4.19.3 is replaced with the following:

4.19.3 the fees, costs, expenses and amounts covered under Extensions 2.5 Loss Mitigation, 2.6 Loss of Documents and Data, and 2.8 Civil Fines and Penalties in Section 2 of this Policy.

3. The following subsection is added:

4.19.4 **Professional Investigation Costs** resulting from a **Professional Investigation**;

E. Definition 4.27 Mental Anguish is replaced with the following:

4.27 Mental Anguish

Mental Anguish means mental injury, mental distress, emotional distress, emotional pain, and emotional suffering or shock.

F. The first paragraph of definition 4.45 Subsidiary is replaced with the following:

Subsidiary means any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy, the **Policyholder**, directly or indirectly through one or more **Subsidiary**:

G. The following definitions are added:

4.3 Civil Fines and Penalties

4.4 **Civil Fines and Penalties** means civil money penalties and fines directly assessed by an **Official Body** against an **Employee** for personal civil liability or arising out of the provision or failure to provide **Professional Services**, but only if such fines and penalties are not relating to or resulting from a knowing, wilful or criminal violation of law.

Independent Director

Independent Director means an **Employee** of the **Company** serving as a board member or a member of a board committee of an **Outside Entity** under a specific appointment and at the request of the **Company** to provide **Professional Services** on behalf of the **Company**.

Material Change

Material Change means:

- (i) An increase or decrease of lawyers or professional corporations resulting in a change to the **Policyholder** of greater than 35% of the total of all licensed lawyers of the **Policyholder** who perform **Professional Services** on behalf of the **Policyholder**;
- (ii) The acquisition of lawyers or professional partnerships or corporations domiciled in the United States of America;
- (iii) the commencement of the provision of **Professional Services** in Areas of Practice significantly different from the Areas of Practice which the **Policyholder** identified in the **Proposal** this policy was based upon: or
- 4.5 (iv) Solely with respect to a **Policyholder** with 4 or less lawyers, any involuntary or voluntary revocation or suspension of a lawyer's license to practice law.

Official Body

Official Body means any government, governmental or administrative body or agency or similar public body with authority over the **Professional Services** of the **Insured**, that has the legal authority to regulate, control, supervise, conduct **Professional Investigations**, perform audits, assess and levy fines and penalties, issue orders or directives, or to undertake other actions or measures; as well as, any other public or administrative agency or self-regulatory body or professional body that is empowered by statute or statutory regulation to perform the above functions.

Outside Entity

Outside Entity means any entity not owned, controlled, operated or managed by the **Company**.

Professional Investigation

Professional Investigation means any formal civil, administrative or regulatory investigation, hearing, examination or inquiry commenced or brought by an **Official Body** concerning:

- (i) the affairs of a **Company** in the provision of or failure to provide **Professional Services**; or
- (ii) an **Employee** acting in his capacity as such, commenced or brought by an **Official Body**, where no **Wrongful Professional Act** has been specified;

once an **Employee** of the **Company** is identified in writing and receives formal written notice from an **Official Body** requiring such **Employee** to cooperate or attend, or to produce documents, provided that:

- (d) such formal written notice from an **Official Body** first arises during the **Period of Insurance** or **Extended Reporting Period** (if applicable); and
- (e) the **Professional Investigation** concerns acts or conduct or a **Wrongful Professional Act** that occurs after the inception date of this Policy and the **Retroactive Date**; and
- (f) the **Insured** has notified the **Insurer** of such formal written notice from an **Official Body** in accordance with Section 6.2 of this Policy.

Professional Investigation does not mean any routine regulatory supervision, inspection or compliance reviews, or any industry wide investigation, hearing, examination or inquiry which focuses on five (5) or more industry actors rather than the **Insured**.

Professional Investigation Costs

Professional Investigation Costs means reasonable and necessary fees, costs, charges and expenses incurred, with the prior written consent of the **Insurer** (except as provided for under Extension 2.2, for or on behalf of an **Employee** or the **Employee's** legal representative:

- (a) in preparing for, attending or producing documents to a **Professional Investigation**; or
- (b) in responding to a raid on, or on-site visit to, any **Insured** by an **Official Body** that involves the production, review, copying or confiscation of files or interviews of any **Insured**.

Professional Investigation Costs shall not mean any fees, costs, charges or expenses incurred by the **Company** in connection with a **Professional Investigation**, remuneration of **Employees**, costs of their time or costs of overheads of the **Company**.

Professional Services

Professional Services means

- (i) services provided by an **Insured** in their capacity as a lawyer, arbitrator, conservator, guardian, trustee, mediator, notary public, administrator, or receiver; provided, that the:
 - (a) services are provided to;
 - 1. a **Third-Party Client** for compensation pursuant to a written contract or agreement; or
 - 2. for the benefit of a third party pursuant to a court order;
 - (b) services are allowed under applicable laws, statutes, rules, regulations issued by any **Official Body** having jurisdiction over the **Insured**; and
 - (c) **Insured** providing such services is duly authorised, licensed and/or approved to provide such services;
- (ii) an **Employee's** activity as a member of a formal:
 - (a) accreditation;
 - (b) ethics;
 - (c) peer review;
 - (d) licensing;
 - (e) standards review; or
 - (f) bar association;committee;

including any related service or operation of the **Insured** to support the provision of such services.

4.6 Technology Services

Technology Services means the design, development, licensing, provisioning, maintenance and support of:

- (i) an on-line platform used to provide a **Third-Party Client** 1) **Professional Services** or 2) access to tools and resources related to the **Company's Professional Services**;
- (ii) a mobile application provided to **Third-Party clients** of the **Insured** in order to access the **Company's** on-line platform or **Professional Services**;
- (iii) software such as API's to connect the **Company's Computer System** with the **Computer Systems** of a **Third-Party client** to facilitate data exchange or the provision of **Professional Services**.

Wrongful Technology Act

Wrongful Technology 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 the

Insured's rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

E. Section 5. Exclusions is amended as follows:

A. Exclusions 5.2, 5.3, 5.9, 5.12 and 5.16 are deleted and replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured** or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or

5.2.2 any express guarantee or warranty. Provided however, this exclusion will not apply to a warranty or guarantee by the **Insured** that the **Professional Services** performed by the **Insured** are in conformity with the standard of care applicable to such **Professional Services**.

5.3 Bodily Injury and Property Damage

arising from, based upon, in connection with, attributable to or as a consequence of **Bodily Injury, Mental Anguish, or Property Damage**; provided, that this exclusion shall not apply to:

5.3.1 **Professional Services** rendered in defending a **Third-Party Client** of the **Insured** against allegations involving **Bodily Injury, Mental Anguish, or Property Damage**;

5.3.2 Loss of **Documents** or **Data**, in accordance with Extension 2.6 or

5.3.3 **Mental Anguish** resulting from a **Wrongful Privacy Act**.

5.9 Governmental Regulatory Action

arising from, based upon, in connection with, attributable to or as a consequence of any action or investigation brought by, in the right of, on behalf of or at the behest of, or instigated or maintained against an **Insured** by an **Official Body** or any other government, regulatory or licensing authority or commission, whether directly or indirectly, and whether brought in its capacity as an **Official Body**, government, regulatory or licensing authority or commission, or as a receiver, conservator, liquidator, securities holder or assignee of an **Insured**, provided, that this exclusion shall not apply to:

5.9.1 a **Claim** by such entity when acting solely in its own interests in its capacity as a **Third-Party Client** of an **Insured**;

5.9.2 a **Claim** brought by such entity by, on behalf of or for the benefit of a **Third-Party Client** of any **Insured** seeking compensation for a specified **Wrongful Act** of an **Insured**;

5.9.3 **Civil Fines and Penalties** covered under clause 4.19.3 of the definition of **Financial Loss**; or

5.9.4 **Professional Investigation Costs** covered under Extension 2.11.

5.12 Intellectual Property

arising out of, based upon, in connection with, attributable to or as a consequence of the:

5.12.1 infringement, violation, breach or misappropriation of any patent, intellectual property right, copyright, trade or service mark; or

5.12.2 misappropriation of trade secret.

This exclusion does not apply to **Professional Services** rendered to a **Third-Party Client** of the **Insured** related to such intellectual property.

5.13 Merger and Acquisition

arising out of, based upon or attributable to any actual or attempted:

5.13.1 merger, purchase or acquisition of another business by the **Insured**; or

5.13.2 purchase or sale transactions in the shares of the **Insured**, the **Insured's** parent company or any **Subsidiary** or affiliate;

except when the **Insured** is acting on behalf of a **Third-Party Client** of the **Insured**.

5.16 Prior and Pending Claims or Notifications

arising out of, based upon, in connection with, attributable to or as a consequence of:

5.16.1 any act, fact, same or related **Wrongful Act**, event, **Circumstance**, situation, or **Claim** or other matter which has been the subject of any written notice given under any insurance policy or any policy of which this Policy is a direct or indirect renewal or replacement, or any policy expiring prior to the inception date of this Policy;

5.16.2 any act, error or omission or **Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, fact, event, **Circumstance**, situation, or **Claim** occurring, initiated, committed or commenced prior to:

7) the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement, of which a **Responsible Officer** became aware, knew or could have reasonably foreseen that could give rise to a **Claim** or coverage under this Policy; or

8) the **Retroactive Date**;

5.16.3 any written demand, suit or proceeding, order, decree or judgment entered, against any **Insured**, or **Professional Investigation**, pending or initiated or commenced on or prior to the inception date of this Policy or of any policy issued by the **Insurer** to the **Policyholder** of which this Policy is a continuous renewal or replacement; or

5.16.4 any **Interrelated Wrongful Act**, **Professional Investigation**, **Employee Dishonesty**, **Defamation** as covered by Extension 2.9, or loss of **Documents** as covered by Extension 2.6 which has the same originating cause as any item referenced in 5.16.1, 5.16.2 or 5.16.3 above; or any **Mitigation Costs** relating to the foregoing.

B. The following is added at the end of Exclusion 5.13 Merger and Acquisition:

except when the **Insured** is acting on behalf of a **Third-Party Client** of the **Insured**.

C. The following is added at the end of the last sentence of Exclusion 5.14 Nuclear and Pollution:

and does not apply to **Professional Services** rendered to a **Third-Party Client** of the **Insured**

related to legal matters involving **Pollutants**

D. The following exclusions are added:

Investments

arising out of, based upon, in connection with, attributable to or as a consequence of

- (i) the depreciation or failure to appreciate in value of any investments or portfolio of investments, including but not limited to securities, commodities, currencies, options and futures transactions;
- (ii) any actual or alleged representation, advice or guarantee provided by or on behalf of the **Insured** as to the performance of any such investments; or
- (iii) the sale or promotion of any investment that is not compliant with all statutory requirements.

Money Laundering or Related Financial Crime

arising out of, based upon, in connection with, attributable to or as a consequence of, directly or indirectly, any actual or alleged money laundering or related financial crime which the **Insured** knew or reasonably should have known constituted money laundering or related financial crime. For the purposes of this exclusion, Money Laundering or Related Financial Crime has the meaning given to that term (or the term used for an equivalent offence) under any statute, law, rule regulation, or international treaty, convention or accord pertaining to the movement of illicit cash or cash equivalent proceeds.

This exclusion does not apply to **Professional Services** related to defending a **Third-Party Client** of the **Insured** against allegations of any financial crime.

Tax Shelter

arising out of, based upon, in connection with, attributable to or as a consequence of relating to or involving, directly or indirectly, any actual or alleged promotion or facilitation of tax evasion or tax shelter arrangements.

F. Section 6 is amended as follows:

1. Subsection 6.1.1. is deleted and replaced with the following:

- 6.1.1 The **Insurer** shall only be liable under this Policy for **Claims** that have been reported to the **Insurer** in writing as soon as reasonably practicable after a **Responsible Officer** first becomes aware of such **Claim** but no later than thirty (30) days after the expiry of the **Period of Insurance** or within the **Extended Reporting Period** (if applicable).

Written notice under this section shall include, but not be limited to, a description of the **Claim**, the nature of the alleged or potential **Financial Loss**, the details of the actual or potential claimants and the date and manner in which the **Insured** first became aware of the **Claim** or **Professional Investigation**.

2. The following subsection is added after subsection 6.1.2:

If an **Insured** is unable to notify the **Insurer** as set forth Item 6.1.1 above as a result of a specific direction or prohibition from disclosing information by an **Official Body**:

- (a) the **Insured** shall notify the circumstance to the **Insurer** as set forth in item 6.1.2 above;

- (b) the **Insured** shall advise the **Insurer** of the existence of the non-disclosure agreement and provide full disclosure of relevant information as permitted by an **Official Body** within thirty (30) days from being allowed to make such disclosure by the **Official Body**; and
- (c) the **Insured** shall always keep the **Insurer** informed as set forth in Items 6.1.1 and 6.1.2 to the fullest extent permitted by the **Official Body** during this disclosure limitation and afterwards provide full details as requested by the **Insurer** once this limitation is removed.

G. Section 7 General Conditions is amended as follows:

1. Subsection 7.9. is deleted and replaced with the following:

7.9 Other Insurance, Order of Payments and Non-Stacking of Limits

If a **Financial Loss** covered under this Policy is also covered, wholly or partially, by any other valid and collectable insurance policy, this Policy shall only apply and pay **Financial Loss** in excess of the amount paid by such other insurance policy, and irrespective of whether such other insurance policy is stated to be primary, contributory, excess, contingent or otherwise. As excess insurance this Policy shall not apply or contribute to the payment of any **Financial Loss** until the insured limits and **Retentions** amounts of that other insurance policy have been exhausted.

Notwithstanding the above, this Policy shall always apply specifically as excess of any indemnification as follows:

- 7.9.1 any valid and collectable insurance coverage: afforded to the **Insured** under any Cyber Liability Insurance, Security and Privacy or similar insurance policy, as to any **Claim** or **Financial Loss** also covered, wholly or partially, under such policy.

In the event such other Cyber Liability Insurance, Security and Privacy or similar insurance policy afforded an **Insured** is provided by any member or entities forming part of the Zurich Insurance Group (or would be provided but for the application of the **Retention** amount, exhaustion of the limit of liability or failure to submit a notice of a claim as required), then the Zurich Insurance Group's maximum aggregate limit of liability for all **Financial Loss** under all such policies, as respects such cover, shall be the single largest limit of liability (as specified in the schedule) of such policies.

- 7.9.2 any indemnification provided by an **Outside Entity** to the **Independent Director** or by the **Company** to the **Employee**, and any valid and collectible indemnity to the **Independent Director** afforded under any Directors and Officers Liability policy purchased by either the **Company** or **Outside Entity**.

2. Subparagraph 2) of the penultimate paragraph of subsection 7.12 is deleted.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number

Endorsement Effective Date:

MANUFACTURING PROFESSIONAL INDEMNITY COVERAGE ENDORSEMENT

It is agreed that:

- I. The Policy Schedule is amended as follows:
 - 1. The following is added to Item 3. Extensions of Cover:

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.8	Defamation	Yes / No	xxxx	Per Section 4.
2.9	Technology Services	Yes / No	xxxx	Per Section 4.

II. The Policy is amended as follows:

- 1. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Defamation

The **Insurer** shall indemnify the **Insured** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon libel, slander, offence or injurious falsehood committed unintentionally by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Period of Insurance** within the provision of **Professional Services**.

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

2.9 Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

- 2. Section 4. Definitions is amended as follows:

- A. The definition of **Third-Party Client** is replaced with the following:

4.46 Third-Party Client

Third-Party Client means collectively a **Client** and **Customer**.

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

4.49 Wrongful Professional Act

Wrongful Professional Act means:

4.49.1 any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty;

4.49.2 a **Wrongful Security Act**; or

4.49.3 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 **Contract Manufacturing Services** to a **Client**;

4.49.4 a design or manufacturing error or omission actually or allegedly committed by an **Insured**, or by someone for whom the **Insured** is legally responsible that results in the failure of **Manufactured Products** to perform the function or serve the purpose intended by the **Insured**.

C. The following definitions are added:

Client

Client means a third party who procures **Contract Manufacturing Services** from the **Company** pursuant to a written contract.

Contract Manufacturing Services

Contract Manufacturing Services means the manufacturing or assembly of **Products** by the **Insured** for a **Client** pursuant to a written contract or agreement with such **Client** including:

(i) The sourcing of raw materials or component parts subject to written specification of the **Client**

(ii) **Fulfillment Services** rendered on behalf of the **Client**.

Customer

Customer means a third party who purchases **Manufactured Products** directly from the **Company**.

Fulfillment Services

Fulfillment Services means:

(i) Warehousing and stock management of the finished **Products** on behalf of a **Client**;

(ii) Processing deliveries including picking, packing, and shipping of **Products**;

(iii) Processing **Products** returns that were authorized by a **Client**.

Manufactured Product

Manufactured Product means a **Product** that is

(i) designed by the **Insured**;

(ii) manufactured, or assembled by or on behalf of the **Insured**; and

(iii) sold to a third-party.

Including:

- (a) any embedded **Software** and firmware developed by the **Insured** and contained within such **Product**;
- (b) materials, parts, or equipment furnished in connection with such **Products**;
- (c) training in the use of, support of, servicing of, maintenance of, and repair of such **Products**;
- (d) written warranties or representations made by the **Company**, with respect to the quality, durability, or use of such **Products** to perform the function or serve the purpose intended by the **Insured**; and
- (e) providing of or the failure to provide warnings or instructions regarding the use of such **Products**.

Product

Product means tangible goods or items other than real property that are sold to others.

Professional Services

Professional Services means:

- (i) **Contract Manufacturing Services** provided by the **Insured** to a **Client** pursuant to a written contract or agreement with such **Client** for compensation; and
- (ii) the design and fabrication of **Manufactured Products**;

Technology Services

Technology Services means the design, development, licensing, provisioning, maintenance and support of:

- (i) an on-line platform used to provide a **Client** access to tools and resources related to the **Contract Manufacturing Services** of the **Company**;
- (ii) an Application Program Interface (API) or similar software to connect the **Company's Computer System** with the **Computer Systems** of a **Client** to facilitate data exchange in the provision of **Contract Manufacturing Services**; or
- (iii) an on-line platform to provide remote maintenance, service, and monitoring of **Manufactured Products**.

Wrongful Technology Act

Wrongful Technology 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 the **Insured's** rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

3. Section 5. Exclusions is amended as follows:

A. Exclusion 5.2 Assumed Liability, Guarantee, Warranty is replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

- 5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured**

or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or

- 5.2.2 any express guarantee or warranty, including but not limited to, any express warranty ensuring that what is being designed, built or supplied is or will be fit for its intended purpose; provided however, coverage will be provided for warranties or representations with respect to quality, durability, or performance insofar as defined in **Manufactured Products** and **Wrongful Professional Act**.

B. Exclusion 5.12 Intellectual Property is replaced with the following:

5.12 Intellectual Property

arising out of, based upon, in connection with, attributable to or as a consequence of the:

- 5.12.1 invalidity, infringement, violation, breach or misappropriation of any patent, intellectual property right, copyright, trade or service mark; or
- 5.12.2 misappropriation of trade secret.

Provided; however, Subsection 5.12.1 of this exclusion shall not apply to any actual or alleged copyright infringement by embedded software or firmware developed by the **Insured** and contained within a **Manufactured Product**

C. Subparagraph 5.16.4 of Exclusion 5.16 Prior and Pending Claims or Notifications is replaced with the following:

5.16.4 any **Interrelated Wrongful Act**, or **Employee Dishonesty, Defamation** as covered by Extension 2.2, or loss of **Documents** as covered by Extension 2.6 which has the same originating cause as any item referenced in 5.16.1, 5.16.2 or 5.16.3 above; or any **Mitigation Costs** relating to the foregoing.

D. The following exclusions are added:

Ceasing Support

based upon, arising out of, or attributable to any actual, alleged, or threatened decision by any **Insured** to not provide or support, or to cease to provide or support, any **Manufactured Product** or **Contract Manufacturing Services**;

Cost Guarantees

arising from, based upon, in connection with, attributable to or as a consequence of any failure to meet a cost guarantee or estimate of probable costs.

Product Recall

arising out of, based upon, in connection with, attributable to or as a consequence of the recall, repair, replacement, upgrade, supplement, adjustment, removal or disposal of:

- (i) **Manufactured Products**;
- (ii) any **Product** manufactured as part of **Contract Manufacturing Services**; or
- (iii) any **Products** which incorporates items identified in (i) and (ii) above;

if such product is withdrawn or recalled from the marketplace or from use by any person or

organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Provided, however, this exclusion shall not apply to any **Claim** solely for the inability to use or access such **Products** by a **Third-Party Client**.

Services, Goods, or Equipment for Nuclear Facility

arising out of, based upon, in connection with, attributable to or as a consequence of **Manufactured Product** or any **Product** manufactured by the **Insured** as part of **Contract Manufacturing Services** that is designed for or used in the construction, maintenance, or operation of any **Nuclear Facility**.

Wear and Tear

arising out of, based upon, in connection with, attributable to or as a consequence of any wear and tear, gradual deterioration, age or obsolescence.

4. Subparagraph 2) of General Condition 7.12 Subrogation and Recoveries is replaced with the following:

2) a **Client** if, prior to the **Claim**, the **Company** contractually entered into a legally enforceable waiver of subrogation as part of the contract for **Contract Manufacturing Services**; provided however, the **Insurer's** right of recovery against the **Company** shall remain.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number

Endorsement Effective Date:

MISCELLANEOUS PROFESSIONAL INDEMNITY COVERAGE ENDORSEMENT

It is agreed that:

I. The Policy Schedule is amended as follows:

1. The following is added to Item 1. Details

1.5	Professional Services	Xxxx
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2. The following is added to Item 3. Extensions of Cover

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.8	Media	Yes / No	xxxx	Per Section 4.
2.9	Technology Services	Yes / No	xxxx	Per Section 4.

II. The Policy is amended as follows:

1. The following Coverage Extensions are added to Section 2. Extensions of Cover:

2.8 Media

The **Insurer** shall indemnify the **Insureds** all **Financial Loss** resulting from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, for a **Wrongful Media Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

2.9 Technology Services

The **Insurer** shall indemnify the **Insureds** for **Financial Loss** resulting directly from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, based upon a **Wrongful Technology Act** taking place on or after the **Retroactive Date** and prior to the end of the **Period of Insurance**.

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

2. Section 4. Definitions is amended as follows:

A. The definition of **Third-Party Client** is replaced with the following:

4.46 Third-Party Client

Third-Party Client means a third party who procures **Media Services** or **Professional Services** from the **Company** pursuant to a written contract.

B. The definition of **Wrongful Act** is replaced with the following:

4.47 Wrongful Act

Wrongful Act means:

4.47.1 a **Wrongful Media Act**;

4.47.2 a **Wrongful Professional Act**; or

4.47.3 a **Wrongful Technology Act**;

in connection with rendering or failure to render **Professional Services** to **Third-Party Clients**.

C. The following definitions are added:

Content

Content means words, numbers, images, graphics, ideas, data, text, sounds, images, or similar forms of expression, of the following types, in whole or excerpt form:

- (i) books, poetry, lyrics, papers, essays, correspondence, newsletters, newspapers, magazines, scripts, plays, documentation and manuals, encyclopaedias, dictionaries, or research materials;
- (ii) recorded music, film, television and radio excerpts, commercials, voiceovers, sound effects, or speeches;
- (iii) television broadcasts, sports footage, professional videos, or animated and motion pictures; or
- (iv) pictures, graphics, charts, diagrams, photographs, posters, maps, drawings, cartoons, cartoon characters, advertisements, or architectural drawings.

Media Services

Media Services means creating, publishing, disseminating, releasing, gathering, transmitting, producing, or other distributing of **Content** by the **Insured** on behalf of **Third-Party Clients**, by any means, including but not limited to the following forms: print; music; film; directories; broadcasting; webcasting; or telecasting;

Professional Services

Professional Services means those services listed in Item 1.5 of the Schedule of this Policy, provided by or on behalf of the **Insured** to a **Third-Party Client** pursuant to a written contract or agreement with such **Third-Party Client** for compensation, or in conjunction with services for compensation, including any related service or operation of the **Insured** to support the provision of such services.

Technology Services

Technology Services means the design, development, licensing, provisioning, maintenance and support of:

- (i) an on-line platform used to provide a **Third-Party Client** 1) **Professional Services** or 2) access to tools and resources related to the **Company's Professional Services**;
- (ii) a mobile application provided to the **Insured's Third-Party Clients** in order to access the **Company's** on-line platform or **Professional Services**; or
- (iii) an Application Program Interface (API) or similar software to connect the **Company's Computer System** with the **Computer Systems** of a **Third-Party Client** to facilitate data exchange in the provision of **Professional Services**.

Wrongful Media Act

Wrongful Media Act means:

- (i) libel, slander, defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization;
- (ii) invasion, infringement, or interference with the right to privacy or publicity;
- (iii) plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles, performances, names or likenesses;
- (iv) the infringement of any copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
- (v) negligence with respect to the Insured's creation or dissemination of **Content**;

actually or allegedly committed or attempted by an **Insured**, or a **Service Provider** in connection with the rendering or failure to render **Media Services** in conjunction with **Professional Services**.

Wrongful Technology Act

Wrongful Technology 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 the **Insured's** rendering or failure to render **Technology Services** in conjunction with **Professional Services**.

3. Section 5. Exclusions is amended as follows:

A. Exclusion 5.3 Bodily Injury and Property Damage is replaced with the following:

5.3 Bodily Injury and Property Damage

arising from, based upon, in connection with, attributable to or as a consequence of **Bodily Injury, Mental Anguish, or Property Damage**; provided, that this exclusion shall not apply to:

5.3.1 Loss of **Documents** or Data, in accordance with Extension 2.6 or

5.3.2 **Mental Anguish** resulting from a **Wrongful Media Act** or **Wrongful Privacy Act**.

B. Exclusion 5.12 Intellectual Property is replaced with the following:

5.12 Intellectual Property

arising out of, based upon, in connection with, attributable to or as a consequence of the:

5.12.1 invalidity, infringement, violation, breach or misappropriation of any patent; or

5.12.2 misappropriation of trade secret.

C. The following exclusion is added:

Cost Guarantees

arising from, based upon, in connection with, attributable to or as a consequence of any failure to meet a cost guarantee or estimate of probable costs.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement Number

Endorsement Effective Date:

TECHNOLOGY PROFESSIONAL INDEMNITY COVERAGE ENDORSEMENT

It is agreed that:

I. The Policy is amended as follows:

1. Section 4. Definitions is amended as follows:

A. Definition 4.15 Employee is replaced with the following:

4.15 Employee

Employee means a natural person who, during the **Period of Insurance** or after the **Retroactive Date**,

- 4.15.1 performs **Professional Services** in the regular service of the **Company**, in the ordinary course of the **Company's** business and whom the **Company** compensates by salary, wages and/or commissions and has the right to govern, instruct and direct in the performance of such **Professional Services**; or
- 4.15.2 is seconded to the **Company**, or guest student pursuing studies or duties or any person engaged in work experience or on a training scheme with the **Company** while working under their direct control and supervision.

The definition of **Employee** shall not include any:

- (i) **Director or Officer** of a **Company**, unless when
 - a) performing acts within the scope of the usual duties of an employee (other than a **Director or Officer**) providing **Professional Services** to or for the **Company** under a contract of employment and direct control and supervision; or
 - b) while acting as a member of a committee duly elected or appointed by resolution of the board of directors of the **Company** to perform specific **Professional Services**, as distinguished from general directorial acts, on behalf of the **Company** and working under the direct control and supervision of the **Company**;
- (ii) **Service Provider**;
- (iii) independent contractor;
- (iv) any independent representative remunerated on sales or commission basis; or
- (v) external lawyers or solicitors or employees of independent valuation firms.

B. The definitions of **Wrongful Act** and **Wrongful Professional Act** are replaced with the following:

4.47 Wrongful Act

Wrongful Act means a **Wrongful Professional Act** in connection with rendering or failure to render **Professional Services** to **Third-Party Clients**.

4.49 Wrongful Professional Act

Wrongful Professional Act means

- 4.49.1 any act, error, omission, misrepresentation, misstatement, misleading statement, neglect, or breach of duty;
- 4.49.2 a **Wrongful Security Act**;
- 4.49.3 a **Wrongful Privacy Act**;
- 4.49.4 a **Wrongful Media 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 **Technology Services** to **Third-Party Clients**; or

4.49.5 a design or manufacturing error or omission actually or allegedly committed or attempted by an **Insured**, or by someone for whom the **Insured** is legally responsible that results in the failure of **Technology Products** to perform the function or serve the purpose intended by the **Insured**.

If any other endorsement attached to the Policy deletes either **Wrongful Security Act** or **Wrongful Privacy Act** or both from the definition of **Wrongful Professional Act**, then such deletion shall apply to this definition accordingly.

C. The following definitions are added:

Content

Content means words, numbers, images, graphics, ideas, data, text, sounds, images, or similar forms of expression, of the following types, in whole or excerpt form:

- (i) books, poetry, lyrics, papers, essays, correspondence, newsletters, newspapers, magazines, scripts, plays, documentation and manuals, encyclopaedias, dictionaries, or research materials;
- (ii) recorded music, film, television and radio excerpts, commercials, voiceovers, sound effects, or speeches;
- (iii) television broadcasts, sports footage, professional videos, or animated and motion pictures; or
- (iv) pictures, graphics, charts, diagrams, photographs, posters, maps, drawings, cartoons, cartoon characters, advertisements, or architectural drawings.

Internet Services

Internet Services means:

- (i) the provision of:
 - (a) internet access;
 - (b) application services;

- (c) cloud computing services;
 - (d) domain name registration services;
 - (e) web portal services;
 - (f) web browser services;
 - (g) managed and network security services;
 - (h) search engine services; or
 - (i) electronic mail services;
- (ii) website design, programming, hosting, managing, or maintenance; or
- (iii) the development, design, and maintenance of chat rooms, e-mail services or bulletin boards.

Media Services

Media Services means creating, publishing, disseminating, releasing, gathering, transmitting, producing, or other distributing of **Content** by the **Insured** on behalf of **Third-Party Clients**, by any means, including but not limited to the following forms: print; music; film; directories; broadcasting; webcasting; or telecasting;

Nuclear Facility

Nuclear Facility means:

- (i) any **Nuclear Reactor**; or
- (ii) any equipment or device designed or used for:
 - (a) separating the isotopes of uranium or plutonium;
 - (b) processing or utilizing spent fuel; or
 - (c) handling, processing or packaging nuclear waste;
 - (d) the processing, fabricating or alloying of nuclear material.

Nuclear Reactor

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Professional Services

Professional Services means:

- (i) **Technology Services** and **Media Services** provided by or on behalf of the **Insured** to a **Third-Party Client** pursuant to a written contract or agreement with such **Third-Party Client** for compensation, or in conjunction with services for compensation including any related service or operation of the **Insured** to support the provision of such services; and
- (i) **Technology Products** designed, manufactured, or assembled of by or on behalf of the **Insured** and sold to a third-party.

Technology Products

Technology Products means:

- (i) computer or telecommunications hardware, including components and peripherals, **Software**, or firmware; and
- (i) other electronic equipment or devices specifically designed or intended for use in connection with the **Insured's Technology Services**;

which are designed, developed, manufactured, or assembled by the **Insured** and are sold or licensed to others, including:

- (a) materials, parts or equipment furnished in connection with such **Technology Products**;
- (b) installation of, training in the use of, support of, servicing of, maintenance of, and repair of such **Technology Products**;
- (c) written warranties or representations made by the **Company**, with respect to the quality, durability, or use of such **Technology Products** to perform or serve the purpose intended by the **Insured**; and
- (d) the providing of or failure to provide warnings or instructions regarding the use of; such **Technology Products**.

Technology Services

Technology Services means:

- (i) analysis, design, development, integration, installation, programming, conversion, service, support, maintenance, repair, sale, or resale of computer hardware, computer networks, electronic systems, **Software**, computer hardware, or computer firmware;
- (ii) database design and the collection, compilation, processing, warehousing, mining, storage, management, or analysis of **Electronic Data**;
- (iii) managing, operating, administering or hosting computer facilities for others;
- (iv) **Electronic Data** destruction services;
- (v) **Internet Services**;
- (vi) **Telecommunication Services**;
- (vii) information technology consulting, education, or training; or
- (viii) any other consulting, training, management, education or information systems services substantially similar to or related to the services described items (i) to (vii) of this definition.

Telecommunication Services

Telecommunication Services means:

- (i) local, regional and long-distance wireline and wireless dial tone access and switched services, including value added services such as directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
- (ii) ground based satellite communication services;
- (iii) Broadband and VoIP services;

- (iv) video conferencing services;
- (v) paging services;
- (vi) emergency network service infrastructure including call routing and location data transmission services;
- (vii) analysis, design, integration, conversion, and maintenance of telecommunication systems;
- (viii) directory services, including directory publishing, and operator assistance; or
- (ix) project management or consulting services related to items (i) to (viii) of this definition.

Third-Party Client

Third-Party Client means, collectively, a third party who:

- (i) procures **Technology Services** or **Media Services** from the **Company** pursuant to a written contract; and/or
- (ii) purchases **Technology Products** directly from the **Company**.

Wrongful Media Act

Wrongful Media Act means:

- (i) libel, slander, defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization;
- (ii) invasion, infringement, or interference with the right to privacy or publicity;
- (iii) plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles, performances, names or likenesses;
- (iv) the infringement of any copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
- (v) negligence with respect to the Insured's creation or dissemination of **Content**;

actually or allegedly committed or attempted by an **Insured**, or a **Service Provider** in connection with the rendering or failure to render **Media Services** in conjunction with **Professional Services**.

2. Section 5. Exclusions is amended as follows:

A. Exclusion 5.2 Assumed Liability, Guarantee, Warranty is replaced with the following:

5.2 Assumed Liability, Guarantee, Warranty

arising from, based upon, in connection with, attributable to or as a consequence of any:

5.2.1 liability assumed or accepted by an **Insured** or **Service Provider** under any contract or agreement except to the extent that actual legal liability would have attached to an **Insured** or **Service Provider** in the absence of such contract or agreement as a matter of civil or common law as applicable; or

5.2.2 any express guarantee or warranty, including but not limited to, any express warranty ensuring that what is being designed, built or supplied is or will be fit for its intended purpose; provided however, coverage will be provided for warranties or representations with respect to quality, durability, or performance insofar as defined in **Technology Products** and **Wrongful Professional Acts**.

B. Exclusion 5.3 Bodily Injury and Property Damage is replaced with the following:

Bodily Injury and Property Damage

arising from, based upon, in connection with, attributable to or as a consequence of **Bodily Injury, Mental Anguish, or Property Damage**; provided, that this exclusion shall not apply to:

5.3.1 Loss of **Documents** or Data, in accordance with Extension 2.6 or

5.3.2 **Mental Anguish** resulting from a **Wrongful Media Act** or **Wrongful Privacy Act**

C. Exclusion 5.12 Intellectual Property is replaced with the following:

5.12 Intellectual Property

arising out of, based upon, in connection with, attributable to or as a consequence of the:

5.12.1 invalidity, infringement, violation, breach or misappropriation of any patent; or

5.12.2 misappropriation of trade secret.

D. The following exclusions are added:

Ceasing Support

based upon, arising out of, or attributable to any actual, alleged, or threatened decision by any **Insured** to not provide or support, or to cease to provide or support, any **Technology Product** or **Technology Service**;

Cost Guarantees

arising from, based upon, in connection with, attributable to or as a consequence of any failure to meet a cost guarantee or estimate of probable costs.

Product Recall

arising out of, based upon, in connection with, attributable to or as a consequence of the recall, repair, replacement, upgrade, supplement, adjustment, removal, or disposal of:

- (i) **Technology Products** or **Software**; or
- (ii) any product which incorporates **Technology Products** or **Software**;

if such product is withdrawn or recalled from the marketplace or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Provided, however, this exclusion shall not apply to any **Claim** solely for the inability to use or access such products by a **Third-Party Client**.

Services, Goods, or Equipment for Nuclear Facility

arising out of, based upon, in connection with, attributable to or as a consequence of the furnishing of **Technology Products** or **Technology Services** in connection with the planning, construction, maintenance, operation, or use of any **Nuclear Facility**.

Specific Services

arising out of, based upon, in connection with, attributable to or as a consequence of the rendering or failure to render **Professional Services** by or on behalf of any **Insured** in the capacity of an accountant, architect, attorney, health care professional, insurance agent, real estate agent, or chemical, civil, structural, or mechanical engineer.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

INTERNATIONAL INSURANCE PROGRAM ENDORSEMENT

(Receiving Countries)

This endorsement effective _____ forms a part of Policy no. XXX issued to _____.

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

I. This Policy forms part of the following **International Insurance Program**:

Master Policy Insurer:

Parent Company:

Master Policy: [Insert Master Policy Number]

II. The following Definitions as agreed under the **Master Policy** shall be added to Section 4 Definitions of this Policy:

Aggregate Program Limit of Liability means the amount of the Aggregate Limit of Liability as indicated in the schedule of the **Master Policy** applicable for the entire **International Insurance Program**.

EEA means the European Economic Area composed by the members of the European Economic Area to which FoS (Freedom of Service) authorisations may apply or extend to.

FoS (Freedom of Service) Policy means the separate policy, as identified in the **Master Policy**, which covers risk in the EEA.

International Insurance Program means the international insurance arrangement between the **Master Policy Insurer** and the **Parent Company**. This arrangement is a compilation of policies called **International Insurance Program Policies**.

International Insurance Program Policies means, collectively, this Policy and any other policy which is identified as part of the **International Insurance Program**. This includes:

- this Policy;
- the **Master Policy**;
- any **FoS (Freedom of Service) Policy** (where applicable); and
- any **Received Policy**.

Received Policy means a policy within the scope of this **International Insurance Program** which has been or will be issued to select subsidiaries of the **Parent Company**.

III. The following section is hereby added to the Policy:

INTERNATIONAL INSURANCE PROGRAM CLAUSES

A. Interlocking Clause and Limits

For all **International Insurance Program Policies** combined, the Insurers of the **International Insurance Program Policies** are in no event obliged to pay more in any **Claim** than the applicable **Aggregate Program Limit of Liability** as stated in the **Master Policy**, which the **Policyholder** of this Policy has read and understood.

The **Parent Company** and the **Master Policy Insurer** have therefor also agreed under the **Master Policy** that all payments made under any of the **International Insurance Program Policies** shall be counted in adequate proportional pro-rata diminution of the **Aggregate Program Limit of Liability** agreed under the **Master Policy**. Any payments made for **Financial Loss** which exceed the **Aggregate Program Limit of Liability** agreed under the **Master Policy** will be deducted in the **Period of Insurance** of this Policy to which the **Claim** is allocated according to the dates they were first made during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by the Policy.

The **Insurer** and the **Policyholder** therefore do herewith expressly agree under this Policy that once the **Aggregate Program Limit of Liability** has been reached, no additional payments will be made and/or no additional **Claims** will be indemnified under this Policy, even if the respective **Limit of Liability** as specified in the Schedule of this Policy has not been reached.

B. Cancellation

Condition 7.5 Cancellation of Section 7 General Conditions is hereby deleted in its entirety and replaced with the following:

7.5 Cancellation

This Policy will be automatically cancelled if the **Master Policy** terminates for any reason, if such cancellation is legally permissible and unless continuation of this Policy is agreed in writing by the **Insurer**.

All **International Insurance Program Policies** are coterminous with the **Master Policy**, accordingly if the **Master Policy** is cancelled, rescinded or non-renewed then this Policy and all other **International Insurance Program Policies** shall be deemed cancelled, rescinded or non-renewed with effect from the same date as the **Master Policy**, if legally permissible.

C. Extended Reporting Period

The following General Condition is added to the Policy:

Extended Reporting Period

(i) All **International Insurance Program Policies** are coterminous with the **Master Policy**. Accordingly, if the **Master Policy** is granted an extension of coverage for an **Extended Reporting Period**, then this Policy and all other **International Insurance Program Policies** shall also be granted an **Extended Reporting Period** of the same duration and time as the **Master Policy**, at the charge of an additional premium equal to the same percentage as charged to the **Policyholder** of the **Master Policy**, subject to applicable law of this Policy.

(ii) In the event an **Extended Reporting Period** is applicable such **Extended Reporting Period** applies only in respect of **Wrongful Acts** covered by this Policy committed on or after the **Retroactive Dates** as specified in the Schedule and prior to the expiration date of the **Period of Insurance**.

Provided always that:

- (a) Any **Claim** first made during the **Extended Reporting Period**, if applicable, shall be considered made during the **Period of Insurance**;

- (b) If an **Extended Reporting Period** is granted by the **Insurer**, the **Insurer** shall issue an endorsement that sets forth the extended period of coverage;
- (c) The **Extended Reporting Period** does not reinstate or increase the **Limit of Liability**, nor extend the **Period of Insurance**;
- (d) In the event of **Change in Control** the **Extended Reporting Period** will not be available; and
- (e) The additional premium for any **Extended Reporting Period** shall be deemed fully earned at the inception of the **Extended Reporting Period**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

**SISTER COMPANY ENDORSEMENT
(AMEND DEFINITION OF SUBSIDIARY)**

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 4.45 **Subsidiary** is amended to include the following entities:

(1) any **Sister Company**; and

(2) any entity or organisation, including any joint venture or partnership, in which on or before the inception date of this Policy (or for the purpose of Section 3.2 for New Subsidiaries, during the **Period of Insurance**), in which the **Policyholder**, directly or indirectly through any **Sister Company**:

- i. controls more than 50% of the shareholder or equity voting rights; or
- ii. holds more than 50% of the issued share capital or equity; or
- iii. controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).

ii. The Definition **Sister Company** is added to Section 4. Definitions of the Policy as follows:

Sister Company

Sister Company shall mean any entity in which the **Parent Company**:

- (a) controls directly or indirectly more than 50% of the shareholder or equity voting rights; or
- (b) holds more than 50% of the issued share capital or equity; or
- (c) controls the composition of the board of directors, has the right to elect or appoint a majority of the board of directors (or equivalent in any other country).

but only if such entity is domiciled in the Country of Incorporation of the **Policyholder**.

iii. The Definition **Parent Company** is added to Section 4. Definitions of the Policy as follows:

Parent Company

Parent Company shall mean [NAME OF PARENT COMPANY OF THE POLICYHOLDER].

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

DELETION 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 as of the effective date of endorsement set forth above the endorsement entitled Name of endorsement is deleted in its entirety.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EXTENSION DELETION 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 as of the effective date of endorsement set forth above the extension entitled Name of extension is deleted in its entirety.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EXTENSIONS OF COVER 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 Section 3. Extensions of Cover of the schedule is amended as follows:

The following extension(s) are hereby deleted in its(their) entirety and replaced with the following:

PC instructions: Please, delete the extensions that are not being amended or changed by clicking on the number and using option “delete row”

No.	Extension	Operative	Additional Limit of Liability	Retention
2.1	Court Attendance Costs	Yes / No	500 per person per day 10,000 per policy period	None

No.	Extension	Operative	Sub-Limit of Liability	Retention
2.2	Emergency Costs	Yes / No	xxxx	Per Section 4.
2.3	Employee Dishonesty	Yes / No	xxxx	Xxxx
2.4	Heirs, Estates, Legal Representatives and Domestic Partners	Yes / No	Per Section 2.	Per Section 4.
2.5	Loss Mitigation	Yes / No	xxxx	Per Section 4.
2.6	Loss of Documents and Data	Yes / No	xxxx	Xxxx
2.7	Vicarious Liability	Yes / No	xxxx	Per Section 4.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

LIMIT OF LIABILITY 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 Section 2. Limit of Liability of the Schedule is deleted in its entirety and replaced with the following:

2. Limit of Liability

xxx	Xxxx	Each Claim
xxx	Xxxx	In the aggregate per Policy Period

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

AMENDED PERIOD OF INSURANCE 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 item 1.3 Policy Period as stated in the Schedule is hereby deleted in its entirety and replaced with the following:

1.3 Policy Period

Period Insurance:	of	From	Both days inclusive at the local standard time (item 1.2)
		To	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PERIOD OF INSURANCE EXTENSION 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 Item 1.3 Policy Period as stated in the Schedule is deleted in its entirety and replaced with the following:

1.3 Policy Period

Period of Insurance:	of	From _____	Original Inception	Both days inclusive at the local standard time in item 1.2
		Date		
		To _____	New Expiration Date	

The extension of the **Period of Insurance** pursuant to this endorsement does not reinstate or increase the **Limit of Liability** set forth in Section 2 of the Schedule of the Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

CANCELLATION ENDORSEMENT

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

It is hereby understood and agreed that in consideration of the return premium of CUR _____, this Policy is cancelled effective [Cancellation Effective Date].

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

POLICYHOLDER 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 Item 1.2 Policyholder of the Schedule is deleted in its entirety and replaced with the following:

1.2 Policyholder
Policyholder
Address:
Country:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

PREMIUM 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 Section 8. Premium of the Schedule is deleted in its entirety and replaced with the following:

8. Premium

per **Period of Insurance**, net of all applicable taxes, duties and levies

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

RETENTIONS 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 Section 4. Retentions of the Schedule is deleted in its entirety and replaced with the following:

4. Retentions

xxx	xxxx	each and every Claim brought or commenced, in whole outside the jurisdiction of or pursuant to the laws other than those of the United States of America or its territories or possessions
xxx	xxxx	each and every Claim brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions
xxx	xxxx	xxxxxxxxx

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

RETROACTIVE DATE 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 Section 5. Retroactive Date of the Schedule is deleted in its entirety and replaced with the following:

5. Retroactive Dates

Retroactive Date	Applicable to
xxxxxxx	Xxxxxxx
xxxxxxx	Xxxxxxx
xxxxxxx	Xxxxxxx

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

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. xxx

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 to 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
- C. 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. xxx

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 to 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. xxx

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. Notwithstanding anything to the contrary in the Policy or any endorsement attached thereto, the definition of **Wrongful Professional Act** is amended as follows:

Wrongful Security Act and **Wrongful Privacy Act** are deleted from the definition.

- 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. xxx

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. the **Insured's** actual or alleged exercise of any authority or discretionary control with respect to any **Third-Party 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. xxx

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. xxx

OVER-REDEMPTION EXCLUSION

Only to be used with Miscellaneous or Technology policies

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

Over-Redemption exclusion is hereby added to Section 5. Exclusions of the Policy with the following:

OVER-REDEMPTION

The **Insurer** shall not be liable under any of the terms or conditions of this Policy to make any payment for **Financial Loss** arising out of, based upon, resulting from or attributable to any over-redemption of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, or contests.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

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) Notwithstanding anything to the contrary in the Policy or any endorsement attached thereto, the definition of **Wrongful Professional Act** is amended as follows:

Wrongful Privacy Act is deleted from the definition.

- (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. xxx

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. Notwithstanding anything to the contrary in the Policy or any endorsement attached thereto, the definition of **Wrongful Professional Act** is amended as follows:

Wrongful Security Act is deleted from the definition.

- 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. xxx

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. xxx

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 5.16 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. xxx

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. xxx

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. xxx

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. xxx

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. xxx

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.

ENDORSEMENT NO. xxx

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 4.22. Insured:

4.22.3 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. xxx

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. xxx

COINSURANCE (INSURED'S PARTICIPATION) 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 (Insured's participation)

Coinsurance Percentage	Xx %	each and every Claim
------------------------	------	----------------------

- 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. xxx

COMPANY CRISIS EXTENSION

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 3. Extensions of cover of the Schedule:

Extension	Operative	Sub-Limit Liability	of Retention
Company Crisis	Yes	xxxx	xxxx

Crisis Event Threshold Amount : xxx xxxxx

2. The Policy is amended as follows:

2.1 The following Extension of Cover is added to Section 2.

Company Crisis

The **Insurer** will reimburse the **Policyholder** for **Public Relations Expenses** the **Policyholder** incurs as a direct result of a **Crisis Event** first occurring during the **Period of Insurance**, provided that notification of the relevant **Crisis Event** is:

- (i) made to **Insurer** within seven (7) days of the start of a **Crisis Event**; and
- (ii) such notice is accepted by the **Insurer**;

A **Crisis Event** shall be deemed to first occur when the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** first becomes aware of such **Crisis Event**. A **Crisis Event** shall conclude once the public relations/crisis management consultant advises the **Policyholder** that such **Crisis Event** no longer exists or when the **Sub-Limit of Liability** specified for Company Crisis in the Schedule has been exhausted.

The **Insurer** shall not be liable under this Extension for any costs and expenses directly or indirectly arising out of or in connection with a **Cyber Event**.

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

2.2 The following definitions are added:

Crisis Event

Crisis Event means:

- (i) a covered **Claim** being made against an **Insured** under this Policy that the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** and the **Insurer** reasonably believe will exceed in damages the **Crisis Event Threshold Amount** specified in the Schedule;
- (ii) the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** becoming aware of a **Wrongful Act** and together with the **Insurer** reasonably believes it is likely to lead to a covered **Claim** being made against an **Insured** under this Policy resulting in damages in excess of the **Crisis Event Threshold Amount** specified in the Schedule; or
- (iii) the announcement of a criminal proceeding against the **Policyholder** or the CEO, CFO or General Counsel (or equivalent) of the **Policyholder**.

Crisis Event Threshold Amount

Crisis Event Threshold Amount means the amount specified as such in the Schedule.

Negative Publicity

Negative Publicity means information related to a **Crisis Event** which is broadcasted or publicized through two or more media outlets such as newspapers, radio, television, internet, or comparable print, electronic, or broadcast media and has or is likely to materially reduce public confidence in the **Policyholder's** competence, integrity or viability to conduct business.

Public Relations Expenses

Public Relations Expenses means the reasonable and necessary fees and expenses incurred by an external public relations firm or crisis management firm (who shall not be a law firm) approved in writing by the **Insurer** that is hired by the **Policyholder** to advise the **Policyholder** on minimizing potential harm from **Negative Publicity** by attempting to maintain and/or restore public confidence in the **Policyholder**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

EXTENDED REPORTING PERIOD PURCHASED 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 Policyholder on behalf of all Insureds has purchased the following **Extended Reporting Period** for the following additional premium:

- A. Additional Premium: _____
- B. Extended Period: _____ days/year

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

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 3. Extensions of cover of the Schedule:

Extension	Operative	Additional Limit of Liability/ Sub-Limit of Liability	Retention
General Liability	Yes	xxxx	Xxxx

Business Activity:

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 directly 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 Insurance**.

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 a 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 or 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. xxx

OVER-REDEMPTION Sublimit Endorsement

Only to be used with Miscellaneous or Technology policies

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 3. Extensions of cover of the Schedule:

Extension	Operative	Sub-Limit Liability	of Retention
Over-Redemption	Yes	xxxx	per Section 4.

2. The Policy is amended as follows:

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

Over-Redemption

The **Insurer** shall indemnify the **Company** for any **Financial Loss** resulting from an **Over-Redemption Claim** first made during the **Period of Insurance** or the **Extended Reporting Period**, if applicable, arising from the rendering of or failure to render **Professional Services**.

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

- 2.2 The following definition is added:

Over-Redemption Claim

Over-Redemption Claim means a **Claim** alleging a **Wrongful Professional Act** that includes allegations of **Financial Loss** resulting from mis-redemption, unauthorized distribution, collection, sale, auction, trade or assignment of coupons, awards, or prizes from advertisements, promotions, games sweepstakes or contests.

- 2.3 The following exclusion is added:

The **Insurer** shall not be liable under any of the terms or conditions of this Policy to make any payment for **Financial Loss** arising out of, based upon, resulting from or attributable to any over-redemption of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, or contests; provided however, this exclusion shall not apply to an **Over-Redemption Claim** arising out of the **Professional Services** of the **Insured**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

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 4.34 **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. xxx

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. Item 1.3 **Policy Period** 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 Sub-section 3.3. Change in Control is hereby deleted in its entirety.

D. 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. xxx

TIE-IN LIMITS ENDORSEMENT

This endorsement effective **XX.XX.XXXX** forms a part of Policy number **XXXXXXX** issued to **XXXXXXXXXXXX**.

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
<Name>	<Name>		<Number>
<Name>	<Name>		<Number>
<Name>	<Name>		<Number>

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO. xxx

MULTINATIONAL INSURANCE PROGRAM ENDORSEMENT
(Receiving Countries)

This endorsement effective _____ forms a part of Policy no. XXX issued to _____.

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

IV. This Policy forms part of the following **Multinational Insurance Program**:

Master Policy Insurer:

Parent Company:

Master Policy: [Insert Master Policy Number]

V. The following Definitions as agreed under the **Master Policy** shall be added to Section 4 Definitions of this Policy:

Aggregate Program Limit of Liability means the amount of the Aggregate Limit of Liability as indicated in the schedule of the **Master Policy** applicable for the entire **Multinational Insurance Program**.

EEA means the European Economic Area composed by the members of the European Economic Area to which FoS (Freedom of Service) authorisations may apply or extend to.

FoS (Freedom of Service) Policy means the separate policy, as identified in the **Master Policy**, which covers risk in the EEA.

Multinational Insurance Program means the international insurance arrangement between the **Master Policy Insurer** and the **Parent Company**. This arrangement is a compilation of policies called **Multinational Insurance Program Policies**.

Multinational Insurance Program Policies means, collectively, this Policy and any other policy which is identified as part of the **Multinational Insurance Program**. This includes:

- this Policy;
- the **Master Policy**;
- any **FoS (Freedom of Service) Policy** (where applicable); and
- any **Received Policy**.

Received Policy means a policy within the scope of this **Multinational Insurance Program** which has been or will be issued to select subsidiaries of the **Parent Company**.

VI. The following section is hereby added to the Policy:

MULTINATIONAL INSURANCE PROGRAM CLAUSES

A. Interlocking Clause and Limits

For all **Multinational Insurance Program Policies** combined, the Insurers of the **Multinational Insurance Program Policies** are in no event obliged to pay more in any **Claim** than the applicable **Aggregate Program Limit of Liability** as stated in the **Master Policy**, which the **Policyholder** of this Policy has read and understood.

The **Parent Company** and the **Master Policy Insurer** have therefor also agreed under the **Master Policy** that all payments made under any of the **Multinational Insurance Program Policies** shall be counted in adequate proportional pro-rata diminution of the **Aggregate Program Limit of Liability** agreed under the **Master Policy**. Any payments made for **Financial Loss** which exceed the **Aggregate Program Limit of Liability** agreed under the **Master Policy** will be deducted in the **Period of Insurance** of this Policy to which the **Claim** is allocated according to the dates they were first made during the **Period of Insurance** or the **Extended Reporting Period** (if applicable) and notified to the **Insurer** as required by the Policy.

The **Insurer** and the **Policyholder** therefore do herewith expressly agree under this Policy that once the **Aggregate Program Limit of Liability** has been reached, no additional payments will be made and/or no additional **Claims** will be indemnified under this Policy, even if the respective **Limit of Liability** as specified in the Schedule of this Policy has not been reached.

B. Cancellation

Condition 7.5 Cancellation of Section 7 General Conditions is hereby deleted in its entirety and replaced with the following:

7.5 Cancellation

This Policy will be automatically cancelled if the **Master Policy** terminates for any reason, if such cancellation is legally permissible and unless continuation of this Policy is agreed in writing by the **Insurer**.

All **Multinational Insurance Program Policies** are coterminous with the **Master Policy**, accordingly if the **Master Policy** is cancelled, rescinded or non-renewed then this Policy and all other **Multinational Insurance Program Policies** shall be deemed cancelled, rescinded or non-renewed with effect from the same date as the **Master Policy**, if legally permissible.

C. Extended Reporting Period

The following General Condition is added to the Policy:

Extended Reporting Period

(i) All **Multinational Insurance Program Policies** are coterminous with the **Master Policy**. Accordingly, if the **Master Policy** is granted an extension of coverage for an **Extended Reporting Period**, then this Policy and all other **Multinational Insurance Program Policies** shall also be granted an **Extended Reporting Period** of the same duration and time as the **Master Policy**, at the charge of an additional premium equal to the same percentage as charged to the **Policyholder** of the **Master Policy**, subject to applicable law of this Policy.

(ii) In the event an **Extended Reporting Period** is applicable such **Extended Reporting Period** applies only in respect of **Wrongful Acts** covered by this Policy committed on or after the **Retroactive Dates** as specified in the Schedule and prior to the expiration date of the **Period of Insurance**.

Provided always that:

- (f) Any **Claim** first made during the **Extended Reporting Period**, if applicable, shall be considered made during the **Period of Insurance**;

- (g) If an **Extended Reporting Period** is granted by the **Insurer**, the **Insurer** shall issue an endorsement that sets forth the extended period of coverage;
- (h) The **Extended Reporting Period** does not reinstate or increase the **Limit of Liability**, nor extend the **Period of Insurance**;
- (i) In the event of **Change in Control** the **Extended Reporting Period** will not be available; and
- (j) The additional premium for any **Extended Reporting Period** shall be deemed fully earned at the inception of the **Extended Reporting Period**.

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	IRDAN152CPLB0658V02202526/A0659V01202526
2.	Emergency Costs	IRDAN152CPLB0658V02202526/A0660V01202526
3.	Employee Dishonesty	IRDAN152CPLB0658V02202526/A0661V01202526
4.	Heirs, Estates, Legal Representatives and Domestic Partners	IRDAN152CPLB0658V02202526/A0662V01202526
5.	Loss Mitigation	IRDAN152CPLB0658V02202526/A0663V01202526
6.	Loss of Documents and Data	IRDAN152CPLB0658V02202526/A0664V01202526
7.	Vicarious Liability	IRDAN152CPLB0658V02202526/A0665V01202526
8.	Professional Indemnity Coverage - Accountants	IRDAN152CPLB0658V02202526/A0666V01202526
9.	Architects and Engineers Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0667V01202526
10.	Design and Construct Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0668V01202526
11.	Lawyers Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0669V01202526
12.	Manufacturing Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0670V01202526
13.	Miscellaneous Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0671V01202526
14.	Technology Professional Indemnity Coverage Endorsement	IRDAN152CPLB0658V02202526/A0672V01202526
15.	International Insurance Program Endorsement	IRDAN152CPLB0658V02202526/A0673V01202526
16.	Sister Company Endorsement	IRDAN152CPLB0658V02202526/A0674V01202526
17.	Deletion Endorsement	IRDAN152CPLB0658V02202526/A0675V01202526
18.	Extension Deletion Endorsement	IRDAN152CPLB0658V02202526/A0676V01202526
19.	Extensions of Cover Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0677V01202526
20.	Limit of Liability Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0678V01202526
21.	Amended Period of Insurance Endorsement	IRDAN152CPLB0658V02202526/A0679V01202526
22.	Period of Insurance Extension Endorsement	IRDAN152CPLB0658V02202526/A0680V01202526
23.	Cancellation Endorsement	IRDAN152CPLB0658V02202526/A0681V01202526
24.	Policyholder Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0682V01202526
25.	Premium Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0683V01202526
26.	Retentions Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0684V01202526
27.	Retroactive Date Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0685V01202526
28.	Aircraft Products Exclusion	IRDAN152CPLB0658V02202526/A0686V01202526
29.	Commingling or Improper Use of Funds Exclusion	IRDAN152CPLB0658V02202526/A0687V01202526

30.	Construction Means, Methods and Defects Exclusion	IRDAN152CPLB0658V02202526/A0688V01202526
31.	Absolute Cyber Event Exclusion	IRDAN152CPLB0658V02202526/A0689V01202526
32.	Financial Consultant and Investment Advisor Services Exclusion	IRDAN152CPLB0658V02202526/A0690V01202526
33.	Medical Professional Services Exclusion Endorsement	IRDAN152CPLB0658V02202526/A0691V01202526
34.	Over-Redemption Exclusion	IRDAN152CPLB0658V02202526/A0692V01202526
35.	Privacy Event Exclusion Endorsement	IRDAN152CPLB0658V02202526/A0693V01202526
36.	Security Event Exclusion Endorsement	IRDAN152CPLB0658V02202526/A0694V01202526
37.	Specific Person/Entity Exclusion	IRDAN152CPLB0658V02202526/A0695V01202526
38.	Specific Event/Matter Exclusion	IRDAN152CPLB0658V02202526/A0696V01202526
39.	Unencrypted Electronic Data Exclusion Endorsement	IRDAN152CPLB0658V02202526/A0697V01202526
40.	Unencrypted Portable Electronic Device Exclusion Endorsement	IRDAN152CPLB0658V02202526/A0698V01202526
41.	US/Canada Claims/Law Exclusion	IRDAN152CPLB0658V02202526/A0699V01202526
42.	US Claims/Law Exclusion	IRDAN152CPLB0658V02202526/A0700V01202526
43.	USA Exclusions Endorsement	IRDAN152CPLB0658V02202526/A0701V01202526
44.	Additional Insured Endorsement (Employee and/or Company)	IRDAN152CPLB0658V02202526/A0702V01202526
45.	Additional Insured with Subsidiaries Endorsement	IRDAN152CPLB0658V02202526/A0703V01202526
46.	Coinsurance (Insured's Participation) Endorsement	IRDAN152CPLB0658V02202526/A0704V01202526
47.	Company Crisis Extension	IRDAN152CPLB0658V02202526/A0705V01202526
48.	Extended Reporting Period Purchased Endorsement	IRDAN152CPLB0658V02202526/A0706V01202526
49.	General Liability Extension	IRDAN152CPLB0658V02202526/A0707V01202526
50.	Over-Redemption Sublimit Endorsement	IRDAN152CPLB0658V02202526/A0708V01202526
51.	Privacy Event Amendatory Endorsement	IRDAN152CPLB0658V02202526/A0709V01202526
52.	Run-Off Endorsement	IRDAN152CPLB0658V02202526/A0710V01202526
53.	Tie-In Limits Endorsement	IRDAN152CPLB0658V02202526/A0711V01202526
54.	Multinational Insurance Program Endorsement (Receiving Countries)	IRDAN152CPLB0658V02202526/A0858V01202526