

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

LIFE INSURANCE AGENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

ACCOUNTANTS PROFESSIONAL LIABILITY POLICY

- A.** Solely with respect to the coverage provided by this endorsement, the following exclusion is added to Section **II. EXCLUSIONS**:

The Company shall not be liable to pay **Loss Amounts** in connection with any **Claim** made against an **Insured**:

based upon or arising out of the following:

1. any conversion, commingling, or improper use of funds or property;
2. the **Insured's** services as a manager of all or part of the insurance business of an insurer, including the management of a separate division, department, or underwriting office whether known as a managing general agent, managing underwriter, program administrator or other similar term;
3. the **Insured's** inability or refusal to pay or collect premium, life insurance claims or tax monies;
4. a governmental intervention, cease of desist order, or the insolvency, receivership, bankruptcy or inability to pay of any organization in which the **Insured** have, directly or indirectly, placed or obtained insurance coverage or in which the **Insured** have, directly or indirectly placed the funds of a client or account;
5. the actual or alleged sale, attempted sale or servicing of any coverage, alleged coverage or plan placed with any form of Multiple Employer Welfare Arrangement as defined by the Employee Retirement Income Security Act of 1974 (and any amendments thereto);
6. discrimination, humiliation, harassment, or misconduct that includes but shall not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference.

- B. The following is added to Paragraph U. **Professional Services** in Section II. **DEFINITIONS**:

Professional Services also means advice given or services performed by an **Insured** for others as a **Life Insurance Agent**, but solely when such services are performed on behalf of the **Named Insured** or a subsidiary of the **Named Insured**, unless said subsidiary is an **Insurance Agency**; and provided that such **Insured** is appropriately licensed by the state in which such **Insured** is doing business.

- C. The following definitions are added to Section II. **DEFINITIONS**:

Insurance agency means an entity doing business for compensation either independently or directly with any insurance company as an agent or broker for the placement of insurance products.

Life insurance agent means those **Insureds** who are doing business as either an agent or broker for the placement of annuities or life, accident, health and/or disability insurance policies.

- D. The Retroactive Date applicable to a **Wrongful Act** or **Interrelated Wrongful Act** forming the basis of a covered **Claim** against an **Insured** in its capacity as a **Life Insurance Agent** is as follows. If no date is shown below, the Retroactive Date is as shown in the Declarations.

Retroactive Date: XX/XX/XXXX at 12:01 am.

All other terms and conditions of the policy remain the same.

Authorized Signature