

**AGENCY ADVANTAGE  
PROPERTY AND CASUALTY AGENCY PROFESSIONAL LIABILITY POLICY  
ENDORSEMENT**

**Amendatory Endorsement**

In consideration of the payment of the premium, it is agreed as follows:

1. Section IV., EXCLUSIONS, is amended to delete exclusion A.1. in its entirety.
2. Section IV., EXCLUSIONS, is amended to add the following new exclusions:
  - based on or arising out of, whether directly or indirectly:
    - a. discrimination, humiliation, harassment;
    - b. misrepresentation, defamation, invasion of privacy or wrongful infliction of emotional distress with respect to employees and independent contractors;
    - c. wrongful deprivation of career opportunity or failure to employ or promote;
    - d. wrongful discipline of employees or independent contractors;
    - e. negligent evaluation of employees or independent contractors;
    - f. failure to adopt adequate workplace or employment policies and procedures;
    - g. wrongful dismissal or discharge or termination of work relationship, whether actual or alleged.
    - h. sexual harassment or other unlawful harassment.
3. Section IV, EXCLUSIONS, is amended to delete Exclusion H and replace it as follows:
  - H. based on or arising out of, whether directly or indirectly any insolvency, receivership, conservatorship, liquidation, bankruptcy or inability to pay of:
    1. an insurance company (other than reinsurers, risk retention groups or captive insurers) with A.M. Best rating of under A at the time of placement or an insurer with no A.M. Best Rating;
    2. any limited partnership, self insurance plan, trust, reinsurer, risk retention group or captive insurer;
    3. any non-insurance entity,
 in which the **insured** placed, or recommended placement of, the funds of a **client** or the **client's** coverage. However, we shall defend the **insured** against **claims** involving insurance companies defined in H.1. above, provided:
    - a. the **claim** arises from the **insured's** placement of coverage with an admitted carrier which had an A.M. Best rating of B+ or better at the time of placement;
    - b. our liability for such **claim expenses** shall be limited to 5% of the **claim expenses** limit of liability for each **claim**; and 10% of the **claim expenses** limit of liability as the "aggregate"; and
    - c. under no circumstances shall we have any responsibility to pay for **damages** of any kind or to defend or continue to defend once the aforementioned limits have been exhausted through payment of **claim expenses**;
4. Section III, DEFINITIONS is amended to delete the definition of Insured and replace it as follows:

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**Insured** means the **named insured** and any **subsidiary** and the persons and entities described below:

- A. any **insurance producer** who is, was or becomes a partner, officer, director, manager or employee of the **named insured** or any **subsidiary**, but solely while performing **professional services** on behalf of the **named insured** or such **subsidiary**;
- B. any person who is, was or becomes a secretarial, clerical or administrative employee of the **named insured** or any **subsidiary** but solely for services performed by such person within the course and scope of their employment by the **named insured** or such **subsidiary**, and provided that the services in dispute are **professional services** of the **named insured** or such **subsidiary**;
- C. an **insurance producer** who is, was or becomes an independent contractor but only if prior to the date a **claim** is made:
  - 1. the **named insured** or any **subsidiary** had agreed to provide insurance for the independent contractor's **professional services**; and
  - 2. the **professional services** were performed on behalf of the **named insured** or such **subsidiary** under a written contract between the **named insured** or any **subsidiary** and the independent contractor;

This endorsement is attached to the **named insured's certificate of insurance** and amends the **insured's** coverage under the Master Policy. It takes effect on the effective date of the **named insured's**

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**certificate of insurance**, unless another effective date is shown below. All other provisions of the **insured's** coverage under the policy remain unchanged.

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GSL2192 (02-05)

Continental Casualty Company