

ENDORSEMENT NO. [Endorsement number that is calculated when form fill-ins are entered]
AMEND EXCLUSIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on [Transaction Effective Date], forms part of

Policy No. [Formatted Policy Number]
Issued to [Account Name]
Issued by [Carrier name]

In consideration of the premium charged:

- (1) This Policy shall not apply to any **Damages** or claims based on or directly or indirectly arising out of or resulting from:
 - (a) the selection, recruitment or placement of any candidate(s) for:
 - (i) temporary or permanent employment with a client of an **Insured** with respect to any candidate(s) who provides **Medical Services**;
 - (ii) temporary employment with a client of an **Insured** with respect to any candidate(s) who provide services as an actuary or investment adviser; or
 - (iii) temporary employment with a client of an **Insured** with respect to any candidate(s) who provide security services, including but not limited to, services as a security guard, security consultant, security personnel trainer or any other service performed by a security firm, private investigator, or security alarm firm.
 - (b) any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by an **Insured** who shall have been placed with a client of an **Insured** as:
 - (i) a temporary or permanent employee in the capacity of a **Medical Services Provider**;
 - (ii) a temporary employee in the capacity of an actuary or investment adviser; or
 - (iii) a temporary employee providing security services, including but not limited to, services as a security guard, security consultant, security personnel trainer or any other service performed by a security firm, private investigator, or security alarm firm.
 - (c) the dissolution of any business relationship, any dispute over a merger or acquisition, or any dispute over the division of fees, income or revenue;
 - (d) any allegations of price fixing, restraint of trade, monopolization, unfair competition, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder or in connection with such statutes; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world; or

- (e) any actual or alleged infringement of copyright, patent, trademark, trade name, trade dress, service mark or misappropriation of ideas or trade secrets.
- (2) For purposes of this endorsement, the term “**Medical Services**” means any rendering or failure to render health care, medical care or treatment, including any advice or consultation, to any individual, including but not limited to any of the following services:
- (a) medical, surgical, dental, chiropractic, osteopathic, homeopathic, naturopathic, psychiatric, psychological, counseling, social work, mental health, physical therapy, or nursing, including furnishing of food or beverages in connection therewith;
 - (b) the dispensing of pharmaceutical products;
 - (c) the prescription, advice or consultation of diet and nutrition;
 - (d) the handling of, or performance of post-mortem examinations on, human bodies; and
 - (e) veterinary services.
- (3) For purposes of this endorsement, the term “**Medical Services Provider**” means any person or entity providing **Medical Services**.
- (4) Section II Definitions B. is amended by adding the following:

Damages will also not include costs or expenses associated with correcting, re-performing, recalling, repairing or withdrawal of any products supplied by, or services rendered by, an **Insured** or any subcontractor or other person or entity. Notwithstanding the foregoing, in the event the Company, in its sole discretion, determines that such costs and expenses would reduce **Damages** or defense costs in connection with a claim by an amount greater than such costs and expenses, the Company, in its sole discretion, may pay such costs and expenses, and the definition of **Damages** shall be deemed amended to include such amounts paid.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative