



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.

Effective Date of this Endorsement:

Policy No.

SUPPLEMENTARY PAYMENTS – ADDITIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY AND ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY POLICY

Schedule:

**Limit Provided:
per Policy Period**

- | | |
|---|-----------|
| 1. Privacy and Information Security – Clause C | \$5,000 |
| 2. Employee Dishonesty – Clause D | \$5,000 |
| 3. Disabled Partner Replacement – Clause E | \$2,500 |
| 4. Production of Documents – Clause F | Unlimited |

SECTION VI - SUPPLEMENTARY PAYMENTS, paragraph C. is deleted in its entirety and is replaced with the following:

C. Privacy and Information Security

An amount up to \$5,000 per **Policy Period** will be provided by the Company toward the **Costs of Third Party Notification**, as required by applicable State or Federal Privacy statutes, due to the loss, disclosure or dissemination of confidential data as a result of an **Insured's** act, error, omission or **Personal Injury**, and for the cost or fees for services of outside consultants or firms retained by the **Named Insured**:

1. To mitigate, prevent, or decrease the possibility of further loss as a result of **Electronic Information Damages**;
2. To investigate and verify the cause, amount or extent of **Electronic Information Damages**;
3. To contain, eradicate and recover the loss, disclosure or dissemination of confidential data as a result of **Electronic Information Damages**.

Costs of Third Party Notification and **Electronic Information Damages** must be incurred by the **Named Insured** and reported to the Company during the **Policy Period**;

provided further that \$5,000 is the maximum aggregate amount payable for all **Insureds** regardless of the number of incidents of loss, disclosure or dissemination of confidential information or the number of **Insureds**.

SECTION VI - SUPPLEMENTARY PAYMENTS, paragraph D. is added as follows:

D. Employee Dishonesty

An amount up to \$5,000 per Policy Period will be provided by the Company to pay for direct loss of, or damage to, the personal property of the **Named Insured** or the personal property of clients, held in an **Insured's** care, custody and control resulting from **Dishonest Acts** committed by any **Employee** acting alone or in collusion with other persons.

SECTION VI - SUPPLEMENTARY PAYMENTS, paragraph E. is added as follows:

E. Disabled Partner Replacement

An amount up to \$2,500 will be provided by the Company toward any cost incurred to locate, hire and pay to replace a currently employed partner, officer or director that, during the **Policy Period**, leaves the **Named Insured** as the result of a **Total Disability**; provided further that \$2,500 is the maximum aggregate amount payable for any such cost incurred regardless of the number of partners, officers, directors leaving and only applies after a sixty (60) day waiting period from the departure of the affected employee. This Supplementary Payment does not apply to independent contract employees or per diem employees.

SECTION VI - SUPPLEMENTARY PAYMENTS, paragraph F. is added as follows:

F. Production of Documents

Attorneys fees and other costs, expenses or fees resulting from a subpoena to an **Insured** for documents or testimony arising out of **Professional Services** covered under this Policy, provided that:

1. The subpoena arises out of a **Suit** to which no **Insured** is a party; and
2. No **Insured** has been engaged to provide advice or testimony in connection with the **Suit**, nor has any **Insured** provided such advice or testimony in the past.

If, during the **Policy Period**, an **Insured** becomes aware of any act, error, omission or **Personal Injury**, which took place during the **Policy Period**, that might reasonably be expected to give rise to a **Claim**, the **Insured** must notify the Company in writing as soon as practicable, but in no event later than sixty (60) days after after such **Claim** is made.

SECTION VI - SUPPLEMENTARY PAYMENTS, paragraph G. is added as follows:

G. Deductible

The Deductible amount shown in Item 5. of the Declarations shall not apply to the supplementary payments under Items A. through F. of this Section.

Solely for the purposes of this Endorsement, **SECTION VII - EXCLUSIONS**, is amended by the addition of the following:

The Company has no obligation under this policy to pay **Damages** or **Claims Expenses** or to provide a defense, in connection with any **Claim** based on or arising out of:

1. The malfunction or defect of **Network Communications System**;
2. Any electrical failure including electrical power interruption, surge, brownout or blackout;
3. Any interruption or outage to gas, water, telephone, cable or satellite services furnished by utility companies;
4. Any criminal or **Dishonest Act** that any partner officer or director of the **Named Insured** commits whether acting alone or in collusion with other persons;
5. Any criminal or **Dishonest Act**, the only proof of which as to its existence or amount is:
 - a. An inventory computation; or
 - b. A profit and loss computation;
6. Any loss caused by any civil authority, including seizure, confiscation, destruction, or quarantine of property;

Solely for the purposes of this Endorsement, **SECTION VIII - DEFINITIONS**, is amended by the addition of the following Definitions:

1. **Costs of Third Party Notification** means all costs associated with the notification of current or previous clients or other parties including reasonable and necessary legal fees incurred in connection with such notification.
2. **Electronic Information Damages** means damages arising out of the unauthorized and third party:
 - a. Destruction or addition or deletion of information that was entrusted to an **Insured** by others and that was resident on the **Named Insured's Network Communications System**;
 - b. Copying or theft of any information resident on **Network Communications System**; or
 - c. Use or alteration of any software resident on **Network Communications System**.
3. **Network Communications System** means any or all of the components, owned and/or controlled by the **Named Insured**, including computers and software, which combine to enable the **Named Insured's** computers to communicate electronically with other computer systems.
4. **Dishonest Acts** means a dishonest or fraudulent act committed with the apparent intent to cause an **Insured** to sustain loss or damage and to obtain financial benefit for the **Employee** or for any other **Employee**, person, or organization. The financial benefit does not include salaries, commissions, bonuses, fees, profit sharing, or other **Employee** benefits.

5. **Employee** means:
- a. Any natural person:
 - 1. While in the **Named Insured's** service or for thirty (30) days after termination of service;
 - 2. Compensated by the **Named Insured** directly by salary, wages or commissions; and
 - 3. Over which the **Named Insured** has the right to direct and control while performing services for the **Named Insured**;
 - b. Any natural person who is furnished temporarily by the **Named Insured**:
 - 1. To substitute for a permanent **Employee**, as defined above in Paragraph 5.a. of this Definition, who is on leave; or
 - 2. To meet seasonal or short-term work load conditions.
 - c. Any natural person who is a former **Employee**, director, partner, member, manager, representative or trustee retained as a consultant while performing services for the **Named Insured**;
- But **Employee** does not mean any agent, broker, commissioned merchant, consignee, independent contractor or any other representative of the same general character.
6. **Total Disability** means that as a result of sickness or injury, which manifests itself during the **Policy Period** and is substantiated by medical documentation, a partner, officer, director, or managing member of the **Named Insured** is permanently prevented from doing the substantial and material acts required for his or her usual duties for the **Named Insured** or at any entity or firm.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.