

PROFESSIONAL CAPACITY ENDORSEMENT

Professional Services Insured

Section I of the INSURING AGREEMENTS is hereby deleted and replaced with the following:

I. COVERAGE-PROFESSIONAL LIABILITY:

The Insurers will pay, on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as "damages" by reason of liability arising out of any negligent act, error or omission in rendering or failing to render professional services as a Contest Manager, whether committed by the Insured, any person employed by the Insured or by others for whom the Insured is legally responsible.

For purposes of this Certificate, the term "Contest Manager" shall mean the business solely of coordinating, managing and/or presiding over contests, raffles and/or sweepstakes for a fee.

Additional Exclusions

The following exclusions are hereby added to the EXCLUSIONS section of the Certificate:

- I. The Insuring Agreements and all other provisions of this Certificate shall not apply to claims or "costs, charges and expenses" for, arising out of, or alleging:
 - (m) any contest, raffle or sweepstakes that is not conducted in accordance within the laws of the jurisdiction in which the contest, raffle or sweepstakes is conducted.
 - (n) commingling of funds or accounts, sums received by any Insured or credited to any Insured's account, claims or fees, premiums, taxes, commissions or brokerage monies.
 - (o) excessive or unwarranted fees or charges of any description.
 - (p) a claim based upon, arising from, relating to, directly or indirectly resulting from, in consequence of or in any way involving a breach of express warranties or guaranties made by the Insured regarding the business benefits of any advertising, publicity or promotion. However, this exclusion shall not apply to claims arising out of the breach of any express warranty or guaranty if the claim is caused by a negligent act, error or omission of the Insured in the performance of its other advertising activities.

... continued ...

All other terms and conditions of the Certificate remain unchanged.

The effective date and hour of this endorsement is stated below and reference to hour shall be Standard Time at the address of the named insured as stated in the Certificate. This endorsement shall terminate with the Certificate.

This endorsement is subject to the declarations, conditions, and other terms of the Certificate which are not inconsistent herewith, and when countersigned by an authorized representative of the Insurers, forms a part of the Certificate described below.

Issued to

Certificate Number	Endorsement Number	Endorsement Effective	M
		(HOUR)	(MONTH) (DAY) (YEAR)
Certificate Effective	(MONTH) (DAY) (YEAR)		Professional Underwriters Agency, Inc.
Signed at	(MONTH) (DAY) (YEAR)		SPECIMEN
			Correspondent

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Additional Exclusions

- (q) a claim based upon, arising from, relating to, directly or indirectly, resulting from, in consequence of or in any way involving a breach of fiduciary relationships, including, but not limited to, media credits or funds which the Insured either collects or holds for another.
- (r) a claim based upon, arising from, relating to, directly or indirectly, resulting from, in consequence of or in any way involving negligent acts, errors or omissions in forecasting or projecting the redemption of coupons, premiums and other valuable consideration; provided, however, this exclusion shall not apply to the over redemption of prizes as a result of a printing, production or other error in promotional or game materials relating to the promotion.

All other terms and conditions of the Certificate remain unchanged.

The effective date and hour of this endorsement is stated below and reference to hour shall be Standard Time at the address of the named insured as stated in the Certificate. This endorsement shall terminate with the Certificate.

This endorsement is subject to the declarations, conditions, and other terms of the Certificate which are not inconsistent herewith, and when countersigned by an authorized representative of the Insurers, forms a part of the Certificate described below.

Issued to

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(MONTH) (DAY) (YEAR)

Signed at
(MONTH) (DAY) (YEAR)

Professional Underwriters Agency, Inc.

SPECIMEN

Correspondent