

**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 Management Consultant, 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 "Management Consultant" shall mean the business solely of reviewing any and all aspects of existing business operations, evaluating and advising with respect to such operations and planning and implementing changes to such operations.

**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 claim against the Insured for loss of profit as a result of the Insured's services.
- (n) the performance of professional services as a manager, employee, independent contractor and any other provider of services other than as a Management Consultant as defined herein.
- (o) any claim alleging the Insured had a conflict of interest while rendering professional services.
- (p) liability arising from any opinion issued by the Insured.
- (q) unauthorized dissemination or publication of financial information concerning an individual or business.
- (r) any actual or alleged misappropriation or unauthorized appropriation of ideas or concepts.

... 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 .....	Professional Underwriters Agency, Inc.
(MONTH) (DAY) (YEAR)	

Signed at .....	Correspondent
(MONTH) (DAY) (YEAR)	

**SPECIMEN**

PROFESSIONAL CAPACITY ENDORSEMENT

Additional Exclusions

- (s) any actual or alleged infringement of copyright, patent, trademark, service mark or trade name, or any claims of unfair competition based upon actual or alleged infringement of a copyright, patent, trademark, service mark or trade name.
- (t) direct or indirect loss, damage or destruction of any documents, records, papers, accounts, data processing equipment or computer parts, computer parts, computer or computer systems or records.
- (u) knowing publication or utterance of a libel or slander or other defamatory or disparaging material, or a knowing violation of an individual's right to privacy.
- (v) any negligent act, error or omission or offense of the Insured which is not in connection with the customary or usual professional services for others in the Insured's capacity as a Management Consultant.
- (w) any claims relating to or any liability arising from any initial public offering, private placement memorandum, prospectus or any other offering materials which contain or purport to contain tax advantages or deductions or are sold or offered either wholly or in part as a tax shelter, tax haven or tax avoidance investment of scheme.
- (x) any claims arising from the advising or securing of any financing or monies for the Insured's client.
- (y) any claims arising out of cost overruns or the exceeding of any budget or other cost limitation.

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 .....  
 (MONTH) (DAY) (YEAR) (HOUR)

Certificate Effective .....  
 (MONTH) (DAY) (YEAR)

Signed at .....  
 (MONTH) (DAY) (YEAR)

Professional Underwriters Agency, Inc.  
**SPECIMEN**  
 Correspondent