

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 Travel Agent, 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 "Travel Agent" shall mean the business of arranging, advising and counselling others regarding travel plans, including the making of reservations and bookings. The term "Travel Agent" shall not include the collecting, holding or paying out of any deposits, advances or any sums whatsoever.

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) commingling of money or the inability or failure to pay or collect any money regardless of whether such commingling, inability or failure by on the part of the Insured or otherwise; but this exclusion shall not apply to errors in transmission of funds by the Insured to others, provided evidence of the erroneous transmission in the form of a cancelled check or similar instrument used to transmit said funds is presented.
- (n) the Insured's failure to pay out or return any sums deposited or advanced by or on behalf of any prospective traveler, regardless of the cause of any such failure.
- (o) the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of or at the direction of the Insured, of aircraft, watercraft, automobiles, motor vehicles or mobile vehicles of any kind.
- (p) any failure to notify any prospective passenger of safety procedures or standards or the compliance or non-compliance of any vehicle, vessel, craft or conveyance whatsoever with any safety procedures or standards.

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)
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Professional Underwriters Agency, Inc.

Signed at	(MONTH)	(DAY)	(YEAR)
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SPECIMEN

Correspondent