

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSULTING SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and the **Company** that:

1. **Consulting Services** means performance of services for others for a fee as follows:
 - a. review, analysis, and design of data processing/workflow procedures;
 - b. competitor/market/opportunity comparisons and strategic plan development;
 - c. regulatory compliance review(s);
 - d. customer service evaluation and training;
 - e. assessment of human resource procedures and compliance;
 - f. accounts receivable/third-party billing procedures analysis;
 - g. expert witness/forensic evaluation;
 - h. administering of educational/team building seminars; and
 - i. other **Consulting Services** as specified in the PROFESSIONAL SERVICES section of the Declarations.
2. **Content** means printed, audio, visual, digital or informational material however transmitted and however received, including advertising about an **Insured** or its goods or services. **Content** does not include messages sent on an individual basis or other one-to-one communications.

It is also agreed that this Policy does not apply to any **Claim**, and the **Company** is not obligated to defend or pay **Damages** or **Claim Expenses** for any **Claim** alleging, arising out of, based upon, relating to, or attributable to, directly or indirectly:

1. any provider who has supplied, is supplying or is to supply **Content**, goods or services, if the **Claim** arises out of a dispute over fees for, or title, ownership or exercise of rights in, the **Content**, goods or services provided.
2. actual or alleged services performed by any **Insured** as:
 - a. an attorney;
 - b. an accountant;
 - c. an actuary;
 - d. an insurance agent or broker;
 - e. a financial consultant, investment advisor, securities broker or dealer;
 - f. a healthcare practitioner;
 - g. an architect or engineer; or
3. design, marketing or underwriting of any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or employee benefit plans;

It is also agreed that **SECTION III. EXCLUSIONS A.** is deleted in its entirety and replaced with the following:

- A.** false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, misappropriation of advertising ideas or style of doing business, copyright infringement; or false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.