

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**BUSINESS BROKER ENDORSEMENT  
(WITH SUBLIMIT OF LIABILITY AND SEPARATE RETENTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 2. **DEFINITIONS**, paragraph J., "**pollutants**" is amended to add the following at the end thereof:

**Pollutants** shall also mean asbestos.

2. Clause 2. **DEFINITIONS**, paragraph K., "**professional services**", is amended by appending the following to the end of that paragraph:

**Professional services** also means **business broker services**.

3. Clause 2. **DEFINITIONS**, paragraph Q., "**wrongful act**", is amended by appending the following to the end of that paragraph:

**Wrongful act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed solely in **your** performance of **business broker services**, including without limitation any of the foregoing that results in a **personal injury peril**.

4. Solely with respect to any **claim** for **your wrongful act** in rendering or failing to render **business broker services**, Clause 3. **EXCLUSIONS**, paragraph S., is inapplicable.

5. Clause 2. **DEFINITIONS** is amended by appending the following to the end of that paragraph:

BB-A. **Business broker services** means the procurement and negotiation for others of the purchase or sale of a business, for compensation.

BB-B. **Personal injury peril** means any of the following:

1. false arrest, detention or imprisonment;
2. libel, slander or defamation of character; or
3. wrongful entry or eviction, or invasion of any right of privacy.

6. Clause 3. EXCLUSIONS is amended to add the following:

Solely with respect to the **business broker services** coverage provided by this endorsement, **we** shall not cover **claims**:

BB-A. arising out of or resulting, directly or indirectly, from the performance of or failure to perform services as an actuary;

BB-B. arising out of or resulting, directly or indirectly, from any failure of any business to perform as expected or desired;

BB-C. arising out of, or resulting, directly or indirectly, from the purchase of a business by, or the sale or appraisal of a business owned by:

(1) any **insured**;

(2) any entity in which any **insured** has or had a financial interest or a contemplated financial interest;

(3) any entity which has or had a financial interest or a contemplated financial interest in the **named insured** or any **subsidiary** thereof; or

(4) any entity which is or was under the same financial control as the **named insured**;

BB-D. arising out of any **insured** advising others by making promises, warranties or guarantees as to the future value of any business; or

BB-E. arising out of or connected with any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of a business.

7. **Our** total liability for all **loss** arising from any **claim** covered pursuant to this endorsement and made against an **insured** and reported to **us** during the **policy period** or any applicable Extended Reporting Period, alleging a **wrongful act**, or series of continuous, repeated or related **wrongful acts** shall not exceed \$**[INSERT DOLLAR AMOUNT]** ("**Business Broker Sub-Limit of Liability**"). The **business broker sub-limit of liability** is part of, not in addition to, the Limit of Liability set forth in the Declarations as "aggregate."

8. Notwithstanding anything to the contrary, the Retention for any **claim** covered pursuant to this endorsement shall be \$**[INSERT AMOUNT]**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved

**AUTHORIZED REPRESENTATIVE**