

Policy number

Issued to:

By:

CLAIMS ADJUSTING SERVICES COVERAGE ENDORSEMENT

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

1. In Clause II. **DEFINITIONS**, paragraph J., "**pollutants**," is deleted in its entirety and replaced with the following:

J. Pollutants means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. **DEFINITIONS**, paragraph Q., "**wrongful act**" is amended to include the following:

With respect to **your** rendering of failing to render claims adjusting services only, **wrongful act** also means any actual or alleged:

1. false arrest, detention or imprisonment;
 2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct; or
 3. wrongful entry or eviction, or other invasion of the right of private occupancy.
3. Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render claims adjusting services, Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S. is deleted in its entirety.
 4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, is amended by appending the following paragraph at the end of that Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render claims adjusting services, **we** shall not cover **claims**:

CA-A. alleging, arising out of or resulting, directly or indirectly, from any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;

CA-B. alleging, arising out of or resulting, directly or indirectly, from any intentional refusal to pay, failure to pay or intentional delay in paying all or part of benefits due or breach of the covenant of good faith or fair dealing in the underwriting or in the handling of any claim or obligation arising out of or under any insurance contract or benefit plan;

CA-C. alleging, arising out of or resulting, directly or indirectly, from any participation in, design or solicitation of any structured settlement or structured settlement proposal;

CA-D. alleging, arising out of or resulting, directly or indirectly, from any actuarial act, error, omission or assumption;

CA-E. alleging, arising out of or resulting, directly or indirectly, from arising out of the performance or failure to perform services as an attorney or accountant;

CA-F. alleging, arising out of or resulting, directly or indirectly, from any of the following:

1. evaluation of any **medical** treatments;
2. determination of the necessity of any **medical** treatment;
3. review, consultation or recommendation of any **medical** treatment options; or
4. review, consultation or recommendation of any care setting.

The term "**medical**" as used herein shall include, but not be limited to: medical, surgical, chiropractic, pharmacologic, psychiatric, psychological, nursing, dental and rehabilitative therapeutic treatments.

CA-G. alleging, arising out of or resulting, directly or indirectly, from any insolvency, bankruptcy, receivership, liquidation or financial inability to pay of the **insured**, any insurer, self-insurer, trust insurance plan or other vehicle of instrumentality which provides coverage or benefits; or

CA-H. alleging, arising out of or resulting, directly or indirectly, from:

1. the commingling, collection or safeguarding of funds or monies; or
2. collection of fees or other remuneration owed to **you** by a client or customer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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