

Policy number

Issued to:

By:

COLLECTION AGENCY 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 Q., "**wrongful act**" is amended to include the following:

Wrongful act also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
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;
3. false arrest, detention or imprisonment;
4. wrongful entry or eviction, or other invasion of the right of private occupancy; or
5. violation of the federal Fair Debt Collections Practices Act (FDCPA) or any similar statutory or common law of the United States of America or any state or jurisdiction therein.

2. Clause II. **DEFINITIONS** is amended to include the following paragraphs at the end of such Clause:

CA-A. **Collection agency services** means the performance of debt collection services by a **debt collector**.

CA-B. **Consumer** means any natural person or organization who is the subject of collection by a **debt collector**.

CA-C. **Debt** means a **consumer's** obligation or alleged obligation to pay money arising out of a transaction for goods or services. **Debt** includes those obligations that are the subject of billing services provided by **you** to others for a fee. **Debt** does not include child support or alimony obligations.

CA-D. **Debt collector** means any person who uses any instrumentality of interstate commerce or the mails in the collection or attempted collection of **debt**.

CA-E. **Factored debt** means any **debt** owned by or purchased by **you**.

CA-F. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, **consumers** or other persons.

3. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph S., relating to personal injury, is deleted in its entirety.
4. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended to include the following paragraph at the end of such Clause:

We shall not cover claims:

CA-A. alleging, arising out of, based upon, or in connection with:

1. any local, state or federal penal statute or ordinance;
2. any state or federal administrative action seeking enforcement of any regulation, statute or law;
3. any order or ruling of any court or administrative or regulatory agency including, but not limited to consent orders, stays or discharges in bankruptcy, judgment and injunctions; or
4. any federal or state law or regulation governing the extension of credit or lending activities; provided, however, this exclusion shall not apply to civil liability from any actual or alleged collection attempt;

CA-B. alleging, arising out of, based upon or in connection with:

1. any access to or use of any data or computer systems for purposes other than permissible purposes stated in Section 604(a) of the Fair Credit Reporting Act; or
2. any unauthorized access or tampering by a non-**insured**, at the time of the unauthorized access or tampering, with any data or computer systems used by **you** or for **your** benefit;

CA-C. alleging, arising out of, based upon or in connection with:

1. any title or property search;
2. any repossession by **you** or on **your** behalf; provided, however, this exclusion shall not apply to execution through judicial means or by a judicial officer; or
3. any levy, judicial sale or purchase of real property for a profit;

CA-D. arising out of or in connection with the performance of or failure to perform services as an attorney or accountant;

CA-E. arising out of the actual or alleged:

1. commingling of or any inability or failure to pay, collect or safeguard funds or monies; or
2. collection of fees or other remuneration owed to **you** by a client or customer;

CA-F. arising out of debt collection on behalf of the federal government or any agency thereof authorized to direct, rule or regulate debt collection on behalf of the federal government;

CA-G. arising out of or in connection with any **factored debt**;

- CA-H. arising out of or in connection with any **collection agency services** performed by **you** without a bond or license where **you** knew or could have reasonably foreseen that such alleged **collection agency services** without a bond or license was contrary to the applicable federal, state or local law, regulation or statute;
- CA-I. alleging, arising out of, based upon, or in connection with any violation of any **insured's privacy policy**;
- CA-J. arising out of any obligation pursuant to any unemployment compensation, unemployment insurance, worker's compensation, disability benefits, retirement benefits, social security benefits or similar laws; or
- CA-K. alleging, arising out of, based upon or in connection with:
1. the insolvency of the **named insured** or any **subsidiary** thereof;
 2. any financial impairment of the **named insured** or any **subsidiary** thereof; or
 3. any action, ruling or intervention of any federal, state or local governmental agency or office arising out of an actual or alleged insolvency or financial impairment of the **named insured** or any **subsidiary** thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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