

Policy number

Issued to:

By:

CONSULTING SERVICES COVERAGE ENDORSEMENT

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

1. Clause II. **DEFINITIONS**, paragraph K., "**professional services**" is hereby amended by appending the following:

"**Professional services**" also means **consulting services**.

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

CC-A. **Computer attack** means **unauthorized access, unauthorized use**, transmission of a **malicious code or denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on **your computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CC-B. **Computer system** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

CC-C. **Consulting product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, which is created, manufactured, developed, distributed, licensed, leased or sold by **you** for a fee.

CC-D. **Consulting services** means: (i) **your** analysis of others management, operational and marketing processes and interests, including, but not limited to, goals, objectives, policies, strategies and principal functional or operating areas; (ii) **your** identification of any issues arising out of such processes and interests; and (iii) **your** recommendation and implementation of resolutions to such issues. **Consulting services** includes the following services performed in connection with the foregoing services set forth in CC-D(i), CC-D(ii) and CC-D(iii):

1. systems analysis;
2. systems programming;

3. data processing;
4. system integration;
5. outsourcing development and design;
6. management, repair and maintenance of computer products, networks and systems; and
7. training in the use of any **consulting product**.

CC-E. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CC-F. **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

CC-G. **Malicious code** means an unauthorized corrupting or harmful piece of code. **Malicious code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CC-H. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an **Internet** site, or other persons.

CC-I. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

CC-J. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

CC-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or a **subsidiary**.

3. Clause III. **EXCLUSIONS** is amended to include 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 **consulting services**, **we** shall not cover **claims**:

CC-A. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack** of **your computer system**;

CC-B. alleging, arising out of or resulting, directly or indirectly, from:

1. any exercise of any authority or discretionary control by an **insured** with respect to any client's funds or accounts;

2. any **insured** providing investment advice, or selecting an investment manager, investment advisory or custodial firm;
 3. any **insured** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest;
 4. any failure of any investment to perform as expected or desired; or
 5. any actual or alleged commingling, misappropriation or improper use of funds or monies;
- CC-C. alleging, arising out of or resulting, directly or indirectly, from any performance of or failure to perform legal, attestation, tax advice or actuarial services;
- CC-D. alleging, arising out of or resulting, directly or indirectly, from any performance of or failure to perform any service with respect to any merger or acquisition of any entity;
- CC-E. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy**;
- CC-F. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- CC-G. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity; or
- CC-H. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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