

Policy number

Issued to:

By:

CREDIT BUREAU 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 Fair Credit Reporting Act (FCRA) 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:

CB-A. **Credit bureau services** means dissemination of **consumer reports** or **credit information**.

CB-B. **Credit information** means any information bearing on a **consumer's** credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living including public record information.

CB-C. **Consumer** means any natural person or organization who is the subject of **credit information** or a credit search.

CB-D. **Consumer report** means a document in either print or electronic form containing **credit information**.

CB-E. **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:

CB-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 publication of credit information;

CB-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;

CB-C. alleging, arising out of, based upon, or in connection with any violation of any **insured's privacy policy**;

CB-D. arising out of, based upon or in connection with the performance of prescreening services for credit grantors as described in the Code of Federal Regulations, 16 CFR Section 600-5; or

CB-E. arising out of or connected with the performance of or failure to perform services as an attorney or accountant.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved

AUTHORIZED REPRESENTATIVE