

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### EMPLOYEE BENEFIT PLAN ADMINISTRATORS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by adding the following paragraph at the end of the Clause:

With respect to a **claim** for **your wrongful act** in rendering or failing to render employee benefit plan administrator services only, **we** shall not cover **claims**:

EB-A. 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; provided, however, if such allegations are subsequently disproven by a judgment, final adjudication, adverse admission or finding of fact favorable to **you**, **you** shall be reimbursed for all reasonable **claim expenses** which would have been collectible under this policy;

EB-B. alleging, arising out of or resulting, directly or indirectly, from **your** participation in, design of or solicitation of any structured settlement or structured settlement proposal; or

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

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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