

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### THIRD PARTY ADMINISTRATOR ENDORSEMENT

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

1. In Clause III. **EXCLUSIONS – CLAIMS NOT COVERED**, paragraph E. is deleted in its entirety and replaced with the following:

E. arising out of breach of fiduciary duty, responsibility or obligation in connection with any of the employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein; provided, however, this exclusion only applies in regard to such plans if they are sponsored by any **insured** for the benefit of any **insured's** employees;

2. Clause III. **EXCLUSIONS – CLAIMS NOT COVERED** is amended by appending the following paragraph at the end thereof:

**We shall not cover claims:**

TP-A. alleging, arising out of or resulting, directly or indirectly, from any intentional refusal or failure to pay, intentional delay in paying benefits due or lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under an insurance contract or benefit plan; provided, however, if such allegations are subsequently disproven by a final adjudication favorable to the **insured**, then **we** shall reimburse the **insured** for all reasonable and necessary **claim expenses** which would have been collectible under this policy;

TP-B. alleging, arising out of or resulting, directly or indirectly, from any participation in, design and/or solicitation of an structured settlement proposal.

TP-C. alleging, arising out of or resulting, directly or indirectly, from any of **your** recommending or rendering of investment advice, whether direct or indirect, with respect to any monies or property of employee benefit or employee pension plans;

TP-D. alleging, arising out of or resulting, directly or indirectly, from any commingling of or failure to properly segregate or safeguard funds of an employee benefit or employee pension plan;

- TP-E. alleging, arising out of or resulting, directly or indirectly, from any recommendation, approval or disapproval of any plan assets;
- TP-F. alleging, arising out of or resulting, directly or indirectly, from any advice and/or selection of an investment manager, investment advisory or custodial firm by **you**;
- TP-G. alleging, arising out of or resulting, directly or indirectly, from any express warranties or guarantees as to the future value of investments or specified rate of return or interest; or
- TP-H. alleging, arising out of or resulting, directly or indirectly, from any failure of any investments to perform as expected or desired.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE