

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### WORLDWIDE COVERAGE ENDORSEMENT

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

1. Clause VI. OTHER PROVISIONS AFFECTING COVERAGE, paragraph C., "**Where Coverage Applies,**" is deleted in its entirety and replaced with the following:

**C. Where Coverage Applies**

This policy applies to **wrongful acts** committed and **claims** that are brought anywhere in the world, unless prohibited by law.

2. Solely with respect to any **claim** that is brought outside the United States of America, its territories or possessions or Canada, Clause I. INSURING AGREEMENTS, paragraph B., "DEFENSE," is deleted in its entirety and replaced with the following:

**B. DEFENSE**

1. **We** have the right, but not the duty, to defend a **suit** brought against **you** alleging a **wrongful act**. **You** shall provide **us** with full cooperation. In the event **we** do not assume the defense, **we** have the right to effectively associate with **you** in the investigation, defense and settlement of any **claim** that appears reasonably likely to involve **us**, including, but not limited to, the right to effectively associate in the negotiation of any settlement. In the event **we** assume the defense, **we** have the right, with **your** written consent, which consent shall not be unreasonably withheld, to settle any **suit** if **we** believe that it is proper.

**We** have the right to investigate any **claim** and, with **your** written consent, which consent shall not be unreasonably withheld, the right to settle any **claim** if **we** believe that it is proper.

**Your** refusal to consent to a settlement may impact **our** obligations under this policy as stated in Section IV. D.

2. **Claim expense(s)** are part of and subject to **our** Limit of Liability. **We** shall not be obligated to pay any **loss** or defend or continue to defend any **suit** after the applicable Limit of Liability has been exhausted by payment of **claim expenses** or **damages**.
3. **You** shall not admit liability for or settle any **claim** or **suit** or incur any **claim expenses** without **our** prior written consent, which consent shall

not be unreasonably withheld; provided, however, **you** may settle any **claim(s)** or **suit(s)** on behalf of all **insureds** to which this insurance applies and which are subject to one retention, where the total incurred **loss** does not exceed the retention.

4. If there is a judgment or settlement rendered in a foreign currency, the amount paid by **us** as **damages** shall be the equivalent amount in United States Dollars at the prevailing exchange rate on the date the settlement is signed or judgement is entered.
3. Solely with respect to any claim that is brought outside the United States of America, its territories or possessions or Canada, Clause IV. LIMITS OF LIABILITY, paragraph D. is deleted in its entirety and replaced with the following
    - D. If **you** refuse to consent to a settlement recommended by **us** and acceptable to the claimant, **we** may then withdraw from **your** defense (if **we** have assumed **your** defense) by tendering control of the defense to **you**, and **you** shall thereafter at **your** own expense negotiate or defend such **claim** independently of **us**. As a consequence of **your** refusal, **our** liability shall not exceed the amount of for which **we** could have settled such **claim** had **you** consented, plus **claim expenses** incurred prior to the date of such refusal. This clause shall not apply to any settlement where the total incurred for **damages** and **claim expenses** does not exceed the retention.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE