

ACCOUNTANTS & CONSULTANTS PROFESSIONAL LIABILITY

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M.)	NAMED INSURED

Affiliation as Additional Insured Endorsement – Illinois

This endorsement modifies coverage provided under the Accountants & Consultants Professional Liability Insurance Policy.

Paragraph 8.21 **Professional Services** of Section 8. DEFINITIONS is amended to add the following:

Professional Services shall also include services performed or advice given by **you** in the name of or in connection with the International or National Affiliation or Association (the “Affiliation”) as stated below:

Affiliation / Association

The Policy extends to include the aforementioned Affiliation as an additional insured in regard to **Claims** arising out of the services performed by the **Named Insured** shown on the Declarations that were provided as a result of a referral by the Affiliation or any member thereof.

Professional Services shall also mean services of any individual(s) as in-house counsel, general counsel, or internal attorney on **your** behalf, but only in respect to management, operations, administration, and compliance of the **Named Insured**, including without limitation, services in connection with the defense or initiation of legal proceedings against **you** or on **your** behalf.

Paragraph 1.2.1 **Disciplinary Proceeding** of Section 1. INSURING AGREEMENTS is deleted and replaced by the following:

Subject to a limit of \$100,000, **we** will pay on **your** behalf **Defense Expenses** **you** incur responding to a **Disciplinary Proceeding** first commenced against **you** and reported to **us** in writing during the **Policy Period**, or an automatic or optional **Extended Reporting Period**, if applicable, as a result of a **Covered Act** committed by **you** on or after the **Retroactive Date**.

The Limit of Liability applicable to this section is the maximum amount payable for the **Policy Period**, regardless of the number of **Disciplinary Proceedings** first commenced during the **Policy Period** or the number of Insureds subject to **Disciplinary Proceedings**, and is in addition to the Aggregate Limit of Liability as set forth in Item 3. of the Declarations. No deductible shall apply to coverage provided by this section.

Paragraph 1.2.4 **Client Notification and Consultant Costs** of Section 1. INSURING AGREEMENTS is deleted and replaced by the following:

We will reimburse **you** up to \$50,000 per **Policy Period** for **Client Notification and Consultant Costs**, to mitigate the potential of legal liability **Claims** arising from a **Privacy Act** which results in the loss or theft of **Confidential Client Information**.

Coverage shall be excess over of all valid and collectible cyber coverage provided to **you** under any specific cyber policy, Business owners policy, or similar property coverage.

Section 3. CLAIM MITIGATION is deleted and replaced by the following:

Subject to the conditions described herein, **your** Deductible obligation may be eligible for reduction under one of the following:

- 3.1 If a **Claim** arises from an assignment in which **you** used an engagement letter that was signed prior to the **Covered Act** being committed, **your** Deductible obligation for such **Claim** shall be reduced by 50% up to a maximum reduction of \$25,000 each **Claim**, and \$50,000 in the aggregate for the **Policy Period**. This Section 3.1 does not apply to audit or other attest services.
- 3.2 In the event a **Claim** is fully and finally resolved to the satisfaction of all parties, including **us**, as a result of **Alternative Dispute Resolution**, without resorting to litigation, **we** will waive up to 50% of **your** Deductible obligation for such **Claim** up to a maximum waiver of \$100,000 for each **Claim**.
- 3.3 If within one year of being reported, or being deemed to have been made, in accordance with Section 9.1 of this Policy, Reporting of **Covered Acts** That May Give Rise To A **Claim**, a **Claim** is fully and finally resolved to the satisfaction of all parties, including **us**, and all **Damages** and **Defense Expenses** arising from such **Claim** have been paid, **your** Deductible obligation for such **Claim** shall be reduced by 25% up to a maximum reduction of \$50,000.

All other terms and conditions of this Policy remain unchanged.