

ENDORSEMENT

This endorsement, effective 12:01AM: **Date**
Forms a part of Policy No.: **Policy Number**
Issued to: **Issued To**
By: **Writing Company**

SUPPLEMENTARY COVERAGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LIFE AGENT BROKER-DEALER PROFESSIONAL LIABILITY

In consideration of the premium for this policy, it is hereby understood and agreed that the following Section is added to the policy:

SUPPLEMENTARY COVERAGES

A. Pre-Claim Assistance

If, during the **Policy Period**, the **Insured** reports a specific circumstance in accordance with **SECTION X. NOTICE, B. Notice of Potential Claim**, the **Insurer** may, at its sole option, defend and/or investigate such circumstance on behalf of the **Insured** and pay up to \$<XXXX> for **Defense Costs** incurred as a result of such defense and/or investigation. Such amount shall not be subject to a Retention, but shall be part of, and not in addition to, the **Insured's per Claim** and aggregate Limits of Liability stated in **Item 7.** the Declarations, and the Policy Aggregate set forth in **Item 6.** of the Declarations. If such circumstance subsequently results in a **Claim** under this policy, then the applicable Retention amount stated in the Declarations, or by endorsement to this policy, shall apply to such **Claim**.

B. Subpoena Assistance

If, during the **Policy Period**, any **Agent, Registered Representative** or **Registered Investment Adviser** is served with a subpoena requiring the production of documents or appearance for sworn testimony, arising out of such **Insured's** performance of or failure to perform **Professional Services**, the **Insured** may provide the **Insurer** with a copy of such subpoena and the **Insurer** may, at its sole discretion, retain an attorney to: **(i)** provide counsel and advice to the **Insured** regarding the production of documents, **(ii)** prepare the **Insured** for sworn testimony, and **(iii)** represent the **Insured** at the **Insured's** deposition, provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide professional advice or sworn testimony as an expert in connection with the lawsuit, nor has the **Insured** provided such advice or sworn testimony in the past.

If the criteria set forth in **a.** and **b.** above are satisfied, the **Insurer** will pay such attorney's legal fees up to the amount of \$<XXXX> for each **Insured**. While not **Defense Costs**, such fees incurred under this provision shall be deemed part of and not in addition to such **Insured's** elected each **Claim** and aggregate Limits of Liability option set forth in **Item 7.A.** of the Declarations and stated in such **Insured's Certificate**, and the Policy Aggregate set forth in **Item 6.** of the Declarations, and no Retention shall apply. Any notice the **Insured** gives the **Insurer** of

such subpoena shall be deemed a notice of circumstance under **SECTION X. NOTICE, B. Notice of Potential Claim**

C. Reimbursement of Expenses

If, during the **Policy Period**, any **Agent, Registered Representative or Registered Investment Adviser** is requested by the **Insurer** to attend hearings, depositions, arbitrations, mediations or trials related to the defense of a **Claim** covered hereunder, the **Insurer**, upon written request of such **Insured**, shall reimburse the **Insured** for travel and loss of earnings due to such attendance in the amount of \$<XXXX> per day, subject to a maximum aggregate amount of \$<XXXX> for each **Claim**. Such amount shall not be subject to a Retention, but shall be part of, and not in addition to, the **Insured's** elected each **Claim** and aggregate Limits of Liability option set forth in **Item 7.A.** of the Declarations and stated in such **Insured's Certificate**, and the Policy Aggregate set forth in **Item 6.** of the Declarations.

The SUPPLEMENTARY COVERAGES set forth in this endorsement shall not apply to any Cyber or Fraudulently-Induced Client Funds Transfer extensions to this policy.

All other terms and conditions of this policy remain unchanged.

SPECIMEN