



## DOCUMENT DESTRUCTION PROFESSIONAL SERVICES ENDORSEMENT

In consideration for the premium paid for this Policy, it is agreed that the following are **Professional Services**, as that term is used in the *Miscellaneous Professional Liability Coverage Part*:

### Document Destruction Services

It is further understood and agreed that the *Miscellaneous Professional Liability Coverage Part* is amended as follows:

1. Section II., **DEFINITIONS** is amended by adding the following new definitions:

**Document Destruction Services** means the secure destruction of records including the issuance of a certificate of destruction in connection with such services

**Document Misappropriation** means the misuse or mishandling of any client records by any individual.

**Document Misappropriation Claim** means any **Claim** based upon, directly or indirectly arising out of or in any way involving **Document Misappropriation** by an **Employee**.

**Negotiable Instrument** means an unconditional order or promise to pay an amount of money that is transferable from one person to another. **Negotiable Instrument** includes but is not limited to checks, bearer bonds, travel checks, and coupons.

**Negotiable Instrument Claim** means any **Claim** based upon, directly or indirectly arising out of or in any way involving a **Negotiable Instrument**.

**Employee** means any individual who is under the direction and control of the **Named Company** or any **Subsidiary**. **Employee** does not include independent contractors, nor any officer of the **Named Company** or such **Subsidiaries**.

2. Solely with respect to **Document Destruction Services**, Section II. 3., **Loss**, is deleted in its entirety and replaced with the following:

**Loss** means damages, settlements, judgments (including any award of pre-judgment and post judgment interest) and **Defense Costs** for which a **Named Company Insured** is legally obligated to pay on account of a covered **Claim**. Loss shall not include:

- a. the return or restitution of fees, expenses or costs for **Professional Services** performed or to be performed by a **Named Company Insured**;
- b. civil or criminal fines or penalties, or imposed by law;
- c. taxes;
- d. matters which are uninsurable under the law pursuant to which this Policy shall be construed;
- e. production costs, loss of profits, or the costs of recall, return, restoring, replacing, reproduction, reprinting or correction of any material furnished by or to any **Named Company Insured**.

**Loss** shall include punitive, exemplary or multiple damages if insurable, to the fullest extent permitted by any applicable law. Where the **Named Company Insureds** reasonably determine that punitive, exemplary or multiple damages are insurable under any applicable law, the Insurer shall not challenge that determination of insurability.

3. Solely with respect to **Document Destruction Services**, Section III, **EXCLUSIONS**. 1. Exclusions Applicable to all **Loss**, is amended by deleting paragraph A. and replacing it with the following:



- A. based upon, directly or indirectly arising out of, in any way involving any actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person.
- B. based upon, directly or indirectly arising out of, in any way involving any damage to or destruction of any tangible property including loss of use thereof however, this exclusion shall not apply to loss of use of property arising out of the failure of the Insured to properly perform **Document Destruction Services**.
4. Solely with respect to **Document Destruction Services**, Section III. **EXCLUSIONS**, 1. Exclusions Applicable to all Loss is amended by adding the following new exclusions:
- for any actual or alleged infringement or misappropriation of copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan;
  - for any actual or alleged infringement of patent;
  - based upon, directly or indirectly arising out of, or in any way involving any liability which would otherwise be covered under a physical loss or damage insurance policy in respect of property in the care, custody and control of the **Insured**;
  - brought by or on behalf of any federal, state or local regulatory agency or office, whether such **Claim** is brought in the name of such regulatory agency or office or by or on behalf of such regulatory agency or office. This exclusion shall not apply to any **Claims** based upon **Document Destruction Services** performed by or on behalf of the **Named Company Insureds** directly for any such regulatory agency or office which is a direct client of the **Named Company**;
  - based upon, directly or indirectly arising out of or in any way involving **Document Misappropriation** by any partner, officer, or director;
5. Solely with respect to **Document Misappropriation Claims**, Section III. **EXCLUSIONS**, 2. B Exclusions Applicable to a Portion of Loss is deleted in its entirety and replaced as follows:
- B. The Insurer shall not be liable to pay any **Loss** under this Coverage Part in connection with any **Document Misappropriation Claim** made against a **Named Company Insured**, for any actual or alleged dishonest, fraudulent, criminal or malicious act or omission, or intentional wrongdoing by a **Named Company Insured** except that:
- (1) the Insurer shall provide the **Named Company Insured** with a defense of such **Document Misappropriation Claims** unless or until the dishonest, fraudulent, criminal or malicious act or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the Insurer's rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against the **Named Company Insured**.
  - (2) such dishonest, fraudulent, criminal or malicious act or omission, or intentional wrongdoing of any employee shall not be imputed to any other employee; and only the dishonest, fraudulent, criminal or malicious act or omission, or intentional wrongdoing of any employee who is an **Executive Officer** shall be imputed to **Named Company Insured** and any **Subsidiary**.
6. Section V. **LIMIT OF LIABILITY/RETENTIONS** of the General Terms and Conditions is amended as follows:
- A separate **Document Misappropriation Claim** limit of liability set forth below shall be the maximum aggregate limit of liability of the Insurer in connection with all **Document Misappropriation Claims** made against the **Named Company Insureds**. This limit of liability is a sublimit which further limits and does not increase this limits of liability set forth in paragraphs 1, 2, 3 and 4 of this Section.
- Document Misappropriation Claim** limit of liability - \$250,000



A separate **Negotiable Instrument** limit of limit of liability set forth below shall be the maximum aggregate limit of liability of the Insurer in connection with all **Negotiable Instrument Claims** made against the **Named Company Insureds**. This limit of liability is a sublimit which further limits and does not increase this limits of liability set forth in paragraphs 1, 2, 3 and 4 of this Section.

**Negotiable Instrument** limit of liability - \$100,000

All other terms and conditions of this Policy shall remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative \_\_\_\_\_  
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)