



**AMEND DEFINITION OF AGENT ENDORSEMENT
(Independent Marketing Organization; Non-Exclusive Contractor)**

In consideration of the premium, and solely if the coverage provided by this endorsement is indicated as purchased on the **Named Insured's Certificate of Insurance**, the Policy is amended as follows:

I. The definition of **Agent** set forth in Section III., Definitions is amended as follows:

A. Paragraph B. is amended to add the following:

- independent marketing organization, field marketing organization, national marketing organization, or organization performing functions typically done by such entities (hereafter, collectively, "IMOs"), including such entity's natural person contractors (including 1099 contractors) (hereafter, "Contractors") but only for such person's provision of **Professional Services** on behalf of such entity; provided, coverage for any non-exclusive Contractor is contingent upon that person maintaining professional liability insurance, issued by a licensed insurance company with an AM Best rating of B+ or better, in effect for the applicable **Certificate Period** with limits of liability equal to or greater than \$1,000,000 each claim and \$1,000,000 in the aggregate at issuance.

B. The provision stating, "**Agent** does not include an independent marketing organization, a field marketing organization, a national marketing organization, or any organization performing functions typically done by these entities or anyone while acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any subagents." is deleted and replaced with the following:

With the exception of any IMOs referenced in paragraph B of the definition of **Agent**, **Agent** does not include anyone acting as a general agent or in any similar capacity for a life insurance company if such person has or supervises any subagents.

II. Section IX., Other Insurance is amended to add the following:

Any coverage afforded by this Policy to a Contractor applies specifically in excess of the limit of liability of any and all valid and collectible professional liability insurance maintained by such Contractor.

III. If, at any time during the **Certificate Period**, a non-exclusive Contractor does not maintain professional liability insurance with limits of liability equal to or greater than \$1,000,000 each claim and \$1,000,000 in the aggregate at issuance, no coverage will be afforded to such non-exclusive Contractor or the **Named Insured** for any **Loss** arising out of any **Wrongful Act** committed, attempted, or allegedly committed or attempted during the period of time when such professional liability insurance was not maintained.

All other terms and conditions of the Policy 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, unless another effective date is shown below, and expires concurrently with said Policy.