

ERISA FIDUCIARY ENDORSEMENT
(Department of Labor Fiduciary Duty Rule)
(Only applies to Named Insureds with Coverage Options A, B, C and D)

The following information, and signature by an authorized representative, is required only when this endorsement is issued subsequent to the preparation of this policy.

First Named Insured:
Policy Number:
Effective Date Of This Endorsement:

This endorsement forms a part of the policy to which it is attached. It is effective on the inception date of the policy unless stated otherwise above.

In consideration of the premium charged, it is understood and agreed that SECTION VI E of this policy is amended to read as set forth below with respect to the coverage afforded under this policy to the below named insured(s) only:

E. Fiduciary under ERISA. We do not cover claims which arise out of actual or alleged services an insured performs as a "trustee", "plan administrator" or "fiduciary", as defined under the Employee Retirement Income Security Act of 1974, the Pension Benefit Act or the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) including any amendment, regulation or enabling statute pursuant thereto, or any other similar federal, state, or provincial statute, regulation or order pursuant thereto (collectively "ERISA"). This exclusion does not apply to service performed: (i) as a "fiduciary adviser" as defined under sections 601 of the Pension Protection Act of 2006; (ii) as a functional fiduciary commonly defined or described in Section 3(21) of ERISA when performing a covered service and solely arising out of rendering investment advice for a fee or other compensation; (iii) as a fiduciary as an investment manager defined or described in Section 3(38) of ERISA when performing a covered service; (iv) as a fiduciary for the sale, servicing or advice regarding insurance and annuities according to the Prohibited Transaction Exemption (PTR) 84-24 as defined in the Department of Labor's Fiduciary Duty Rule for ERISA plans and IRA accounts (published in the *Federal Register* Volume 81, No. 68, Part V, as amended); (v) as a fiduciary for the sale, servicing or advice regarding insurance, annuities, and securities, not otherwise excluded, according to the Best Interest Contract Exception ("BICE") contracts as defined in the Department of Labor's Fiduciary Duty Rule for ERISA plans and IRA accounts (published in the *Federal Register* Volume 81, No. 68, Part V, as amended); or (vi) related "securities" or insurance purchases or sales by an insured within the normal scope of retirement or benefit planning services performed by a "financial services professional".

Nothing herein contained shall vary, alter, waive or extend any of the terms, conditions, provisions, agreements, limitations or exclusions of this policy, other than as stated above.

By: _____
Authorized Representative