

**Effective date of this Endorsement: <Effective Date>**  
**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>**  
**<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”**

### **HIPAA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**<ProductName>**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the term “**HIPAA Wrongful Act**” means (a) a breach of fiduciary duty in the discharge of duties as respects any welfare plan; or (b) any **Wrongful Act** by an **Administrator**; in violation of the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA).
2. Solely with respect to **Claims** for **HIPAA Wrongful Acts**:
  - a. The word “criminal” is deleted from Clause II. **DEFINITIONS E.2.** of the **FIDUCIARY LIABILITY CLAUSE**., The term “**Claim**” shall not include any criminal proceeding;
  - b. Clause II. **DEFINITIONS N.1.** of the **FIDUCIARY LIABILITY CLAUSE** is amended to include civil fines and penalties;
  - c. Clause II.. **DEFINITIONS S.** “**Wrongful Act**” of the **FIDUCIARY LIABILITY CLAUSE** is amended to include any **HIPAA Wrongful Act**;
  - d. The Underwriters maximum aggregate limit of liability for all civil fines for violation of HIPAA shall be \$100,000 which shall be part of and not in addition to the Limit of Liability shown in Item 3. of the Declarations;
  - e. The Underwriters shall not be liable to make any payment for **Loss** or **Voluntary Compliance Fees** in connection with or resulting from any **Claim** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to comply with HIPAA.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative