

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”

PRIVATE ENTERPRISE POLICY TERMS AND CONDITIONS ENHANCEMENT

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. Clause **II. EXCLUSIONS**, paragraph A.2. of the Policy Terms and Conditions is deleted and replaced with the following:
 2. any **Wrongful Act** or any fact, circumstance, transaction or situation which has been the subject of any notice of a **Claim** or notice of a potential **Claim** given prior to the Policy Period under any other similar insurance or renewal Policy
2. Clause **IX. NOTIFICATION**, paragraph A. of the Policy Terms and Conditions is deleted in its entirety and replaced with the following:
 - A. In the event any **Executive Officer** becomes aware that a **Claim** has been made against any of the **Insureds**, the **Insureds** shall, as a condition precedent to their rights to payment under this Policy, give to Underwriters notice in writing of such **Claim** as soon as practicable provided all **Claims** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or **<Days>** (**<#Days>**) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the **Insured** during the **Policy Period**.
3. Clause **X. GENERAL CONDITIONS**, paragraph A.2. of the Policy Terms and Conditions is amended by the addition of the following at the end thereof:

provided, however, that the knowledge of such misrepresentations by an **Insured Person** will not be imputed to any other **Insured Person**; and
4. Clause **X. GENERAL CONDITIONS**, paragraph D. of the Policy Terms and Conditions is deleted in its entirety and replaced with the following:
 - D. Other Insurance

This Policy shall apply in excess of any other existing valid and collectible policy including any self insured retention or deductible portion thereof, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written only as specific excess insurance over the Limits of Liability of this Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative