

SOLICITING AGENTS ENDORSEMENT

This Endorsement Changes The Bond. Please Read it Carefully.

Certain words and phrases that appear in bold have special meaning as defined in the Intact form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

In consideration of the payment of the premium, it is hereby understood and agreed that:

1. The attached "**Bond**" is amended by adding an additional Insuring Agreement as follows:

SOLICITING AGENT

Loss resulting directly from dishonest or fraudulent acts committed by a "**Soliciting Agent**" acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the "**Soliciting Agent**" with the manifest intent:

- (a) to cause the "**Insured**" to sustain such loss; and
- (b) to obtain financial benefit for the "**Soliciting Agent**" or another person or entity.

For the purpose of this **Insuring Agreement**, financial benefit does not include any benefits earned in the normal course of the agency relationship, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

This **Insuring Agreement** also covers loss of "**Property**" resulting directly from dishonest or fraudulent acts committed by any "**Soliciting Agent**". Coverage under this paragraph shall include loss of funds of policyholders of the "**Insured**" or beneficiaries under policies issued by the "**Insured**" through any dishonest or fraudulent act committed by any "**Soliciting Agent**", for which funds the "**Insured**" may assume responsibility, whether or not the "**Insured**" has a pecuniary interest in such funds or is legally liable therefor.

2. For the purpose of this Endorsement "**Soliciting Agent**" means an individual, firm or corporation engaged or authorized by the "**Insured**" or by a "**General Agent**" of the "**Insured**" to solicit insurance for the account of the "**Insured**" or of such "**General Agent**", and shall be deemed to include any insurance broker under contract with the "**Insured**" or with such "**General Agent**". The term "**Soliciting Agent**" shall be deemed to include the partners, officers and employees of such "**Agent**" and all such persons shall collectively be deemed to be one person for paragraph 1. of this "**Endorsement**".

"**General Agent**" means a natural person, firm or corporation engaged or authorized by the "**Insured**" to solicit insurance for the account of the "**Insured**".

3. In the **On Premises Insuring Agreement** any reference to an office of the "**Insured**" shall be deemed to include an office of a "**Soliciting Agent**".
4. Two additional Sections are added to the "**Bond**" as follows:

ASSIGNMENT OF RIGHTS

This "**Bond**" does not afford coverage in favour of any "**Soliciting Agent**", and upon payment to the "**Insured**" by the "**Underwriter**" on account of any loss or losses for which such "**Soliciting Agent**" is liable to the "**Insured**", an assignment of such of the "**Insured's**" rights and causes of action as it may have against such "**Soliciting Agent**" by reason of such liability shall, to the extent of such payment, be given by the "**Insured**" to the "**Underwriter**", and the "**Insured**" shall execute all papers necessary to secure to the "**Underwriter**", the rights which are herein provided.

INDIVIDUAL TERMINATION

This "**Bond**" terminates as to any partner, officer or employee of any "**Soliciting Agent**":

- (a) as soon as any "**Insured**", or any director or officer of the "**Insured**" not in collusion with such person, or the "**Soliciting Agent**" or any director or officer of the "**Soliciting Agent**" not in collusion with such person learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the "**Insured**" or "**Soliciting Agent**" or otherwise, whether or not of the type covered under Insuring Agreement A, against the "**Insured**" or any other person or entity, without prejudice to the loss of any "**Property**" then in transit in the custody of such person; or
 - (b) fifteen (15) days after the receipt by the "**Insured**" of a written notice from the "**Underwriter**" of its desire to cancel this "**Bond**" as to such person.
5. Sub-paragraph (u) under **Section 2. EXCLUSIONS** of the attached "**Bond**" shall not apply to acts of a "**Soliciting Agent**", as defined.
 6. The "**Underwriter's**" total liability for each loss under the foregoing **Soliciting Agent Insuring Agreement**, is limited to the amount stated in the Declaration Page(s) for this Endorsement.
 7. The Deductible applicable for each loss is the amount stated in the Declaration Page(s) for this Endorsement.

All other terms and conditions of this Policy remain unchanged.