



**HEALTHCARE PROVIDERS - DISTRIBUTION OR RECORDING OF MATERIAL OR INFORMATION
IN VIOLATION OF LAW EXCLUSION ENDORSEMENT**

This endorsement modifies coverage provided under the:

HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART – OCCURRENCE

HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE

HEALTHCARE PROVIDERS WORKPLACE LIABILITY COVERAGE PART

HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the Policy is amended as follows:

The **HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART**, the **HEALTHCARE PROVIDERS WORKPLACE LIABILITY COVERAGE PART** and the **HEALTHCARE PROVIDERS GENERAL LIABILITY COVERAGE PART**, the sections entitled **EXCLUSIONS**, are amended with the addition of the following new exclusion:

We will not defend any **claim** for, or pay any amounts, including **claim expenses**, based on, arising out of, or related to:

- any actual or alleged violation of:
 - A.** the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - B.** the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - C.** the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
 - D.** any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
 - E.** any statute, ordinance, regulation or law which prohibits or limits the conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

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.