

**THIS ENDORSEMENT CHANGES YOUR POLICY.
PLEASE READ IT CAREFULLY.**

WELFARE AND PENSION PLAN ERISA COMPLIANCE

When it is made a part of this insurance contract, the following will apply to:

BUSINESSOWNERS COVERAGE FORM BP 00 03.

Except as provided below, all other provisions shall remain unchanged.

Provision (1) of this endorsement applies to the Optional Coverages of Money and Securities and Employee Dishonesty if these coverages are included in this policy. The other terms of this endorsement shall apply only to the Employee Dishonesty Coverage part.

PROVISIONS:

In compliance with the terms of the Employee Retirement Income Security Act (ERISA):

1. An "Employee" may also include any natural person who is:
 - a. A trustee, an officer, an employee, an administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or a Pension Benefit Plan (hereafter, "Plan") that is insured by this insurance; and
 - b. Your director or trustee while that person handles the funds or other property of any Plan that is insured by this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the EMPLOYEE DISHONESTY COVERAGE that is sufficient to provide an amount of insurance for each Plan that is at least equal to that which would be required if each Plan were separately insured.
3. If the Insured that is named first on the Declarations page is an entity other than a Plan, any payment that we make to that Insured for a loss that may be incurred by any Plan that will be held by that Insured for the use and for the benefit of the Plan(s) that may incur the loss.
4. If two or more Plans are insured under this insurance policy, any payment that we make for a loss that is:
 - a. Incurred by two or more Plans; or
 - b. Of commingled funds or other property of two or more Plans,
That may arise out of one "occurrence", that is to be shared by each of the Plans that incur a loss, in the proportion of the amount of insurance that is required for each of the Plans by the terms of ERISA that bear to the total of those amounts.
5. The Deductible provision of the EMPLOYEE DISHONESTY COVERAGES does not apply to a loss that is incurred by any Plan that is subject to ERISA that is insured under this insurance.