THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE UNSOLICITED COMMUNICATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY COVERAGE PART

It is hereby understood and agreed that Exclusion C. in Section VI. EXCLUSIONS APPLICABLE ONLY TO NETWORK SECURITY AND PRIVACY WRONGFUL ACT LIABILITY is deleted in its entirety.

It is further agreed that the following Exclusion is added to Section V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS.

Y. This insurance does not apply to any claim contributed to, by, or in any way connected with unsolicited communications made by or on behalf of any insured.

Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested.

Unsolicited communications include, but are not limited to actual or alleged violations of:

1. The Telephone Consumer Protection Act (47 U.S.C. §227), including any amendment of, or addition to, such statute;
2. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. §7701, et seq.), including any amendment of, or addition to, such statute; or
3. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

It is further understood and agreed that for any claim made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such claim or suit.

All other terms and conditions of the policy remain unchanged and apply.