

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"

### AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **LAWYERS PROFESSIONAL LIABILITY POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Underwriters will reimburse the INSURED, upon written request, for CLAIMS EXPENSES up to \$25,000 each CLAIM and in the aggregate for the POLICY PERIOD, incurred by the INSURED with the prior written consent of the Underwriters, in responding to a DISCIPLINARY PROCEEDING brought directly against the INSURED during the POLICY PERIOD provided that the DISCIPLINARY PROCEEDING:
  - a. arises out of the rendering of or failure to render professional services as a Lawyer or Notary Public during the POLICY PERIOD or on or after the RETROACTIVE DATE stated in the Declarations; and
  - b. is reported to the Underwriters during the POLICY PERIOD.

The Underwriters shall not have a duty to defend or arrange a defense for the INSURED in any such DISCIPLINARY PROCEEDING for which coverage is afforded by this Clause.

All payments under this Clause are in addition to the Limit of Liability stated in the Declarations and shall not be subject to the Deductible.

After the Underwriters have paid \$25,000 under this Clause, the Underwriters shall not be obligated to pay any further CLAIMS EXPENSES.

No reimbursement pursuant to this Clause shall be made for the Insured's payment of any taxes, criminal or civil fines, penalties or sanctions, punitive, exemplary or multiple damages, registration or licensing fees, or any monetary judgment award or settlement of any kind.

Any coverage provided under this Clause will be subject to any other exclusions added by way of endorsement to this policy.

For the purpose of this Clause, DISCIPLINARY PROCEEDING means any judicial proceeding or any proceeding before the entity or entities established by constitutional provision, statute or court rule to investigate, review or impose disciplinary sanctions for charges of attorney misconduct.

2. Conditions, Clause VIII. Insured's Duties in the Event of a Claim B. is deleted in its entirety and replaced with the following:
  - B. The INSURED must cooperate with the Underwriters in the defense, investigation and settlement of any CLAIM. Upon the Underwriter's request, the INSURED must submit to examination or questioning, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses in the conduct of suits. If such attendance is at the Underwriter's request, the Underwriter shall reimburse the INSURED for loss of earnings solely of an INSURED who is a

Lawyer, upon written request with satisfactory written proof of payment, for actual loss of earnings and reasonable expenses due to such attendance up to a maximum of \$500 for each day in the aggregate for all INSUREDS subject to a total maximum amount of \$15,000 for the POLICY PERIOD. Such payments hereunder are not subject to the Deductible and are payable by the Underwriter in addition to the Limit of Liability.

Except as provided in the above paragraph, expenses incurred by the INSURED in assisting and cooperating with the Underwriter are not reimbursable under this Policy.

3. Insuring Agreements, Clause IV. Territory is deleted in its entirety and replaced with the following:

IV. TERRITORY

This Policy applies to any act, error, omission or PERSONAL INJURY arising anywhere in the world.

4. Definitions, Clause IV. Insured is amended by the addition of the following:

- F. any independent contractor but only as respects professional services rendered on behalf of the Named Insured pursuant to a written contract or agreement.

However, the coverage provided hereunder shall not apply to the independent contractor's liability for DAMAGES or CLAIMS EXPENSES arising out of any actual or alleged act, error, omission or PERSONAL INJURY of the independent contractor. The coverage provided hereunder shall solely apply to that portion of DAMAGES or CLAIMS EXPENSES for which the independent contractor is vicariously liable for the acts, errors, omissions or PERSONAL INJURY of the INSURED.

5. It is further understood and agreed with respect to coverage afforded under this endorsement that Conditions, Clause IX., OTHER INSURANCE, is amended to include the following:

If any DAMAGES or CLAIMS EXPENSES covered under this endorsement are insured under any other valid and collectible insurance available to any independent contractor, including any self-insured retention or deductible portion thereof, then the Underwriters' liability under this Policy shall be no greater than the proportion of such DAMAGES or CLAIMS EXPENSES payable if each insurer contributes an equal share until either the share of each insurer equals the lowest applicable Limit of Liability under any one policy or the full amount of covered DAMAGES or CLAIMS EXPENSES is paid. With respect to any amount of covered DAMAGES or CLAIMS EXPENSES not so paid, the remaining insurers shall then continue to contribute equally in satisfaction of the remaining amount of DAMAGES or CLAIMS EXPENSES until each insurer has paid its Limit of Liability or the full amount of DAMAGES or CLAIMS EXPENSES is paid, whichever occurs first.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative