

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

Endorsement No: <Numeric>

Effective Date of this Endorsement: <mm dd, yyyy>

Policy No: <Alpha Numeric>

**AMENDMENT – CLAIM EXPENSES OUTSIDE THE LIMITS OF LIABILITY**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE FOR INSURANCE AGENTS AND BROKERS**

- I. Section **II. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS**, Paragraphs **D.** and **E.** are deleted in their entirety and replaced with the following:
- D. We shall not be obligated pay any **Damages** or defend or continue to defend any **Claim** after the Each **Claim** Limit of Liability or Aggregate Limit of Liability under this **Policy** has been exhausted by payment of **Damages** or after the deposit in a court having jurisdiction of sums exhausting the Each **Claim** Limit of Liability or Aggregate Limit of Liability.
  - E. If the applicable Limit of Liability is exhausted by the payment of **Damages**, we will notify the **Insured** as soon as practicable of all outstanding **Claims** we are defending that are subject to such limit.
- II. Section **IV. DEFINITIONS**, Definition **C. Claims Expenses** is deleted in its entirety and replaced by the following:
- C. Claim Expenses** mean:
- 1. All expenses incurred in the investigation of any **Potential Claim** or in the defense of any **Claim** first made against an **Insured** seeking **Damages** for a **Wrongful Act**, even if a **Claim** or **Potential Claim** is groundless, false, fraudulent, or for an amount less than your **Deductible**;
  - 2. Reasonable and necessary fees and disbursements charged by any lawyer designated by us or required by law to defend the interests of an **Insured**; and
  - 3. If authorized by us, all other fees, costs, and expenses resulting from the investigation, adjustment, defense, or appeal of any **Claim** or **Potential Claim**, including but not limited to:
    - a. All costs taxed against any **Insured** in any **Suit**;
    - b. All prejudgment and post judgment accrued interest on that portion of any judgment which does not exceed the applicable Limit of Liability. If we tender or pay **Damages** on any judgment up to our Limits of Liability, we have no further obligation to pay any additional interest;
    - c. All premiums on bonds to release attachments and appeal bonds, limited to that portion of a bond which does not exceed the applicable Limit of Liability. We will obtain the bond on behalf of the **Insured**. You shall reimburse us for the additional cost of the

bond we obtain for any exposure in excess of our Limit of Liability; and

- d. All reasonable expenses incurred by an **Insured** at our request while assisting us in the investigation and defense of any **Claim** or **Potential Claim**.

**Claim Expenses** shall not include your loss of earnings, salaries or expenses of your employees or officials; or salaries or expenses of our employees or officials.

III. Section **VII. LIMITS OF LIABILITY**, Paragraphs **B.**, **C.**, and **D.** are deleted in their entirety and replaced with the following:

- B.** Subject to the Aggregate Limit of Liability, our liability for the combined total of all **Damages** for any one **Claim** shall not exceed the amount stated in the Declarations as the Each **Claim** Limit of Liability.
- C.** Our liability for the combined total of all **Damages** for all **Claims** shall not exceed the amount stated in the Declarations as the Aggregate Limit of Liability.
- D.** All Limits of Liability shall apply in excess of the **Deductible**. All **Claim Expenses** shall be in addition to the applicable Each **Claim** Limit of Liability.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.