



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRI ENDORSEMENT

This endorsement changes the following:

Lawyers Professional Liability Insurance Policy

Lawyers Professional Liability Insurance Policy Declarations

It is hereby agreed that the Policy is amended as follows:

1. The Preamble of the Policy and the Declarations is deleted in its entirety and replaced with the following:

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY ONLY AFFORDS COVERAGE FOR CLAIMS BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER IN WRITING DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. IN ADDITION, CLAIM EXPENSES MAY REDUCE THE LIMITS OF LIABILITY.

PLEASE READ THIS ENTIRE POLICY CAREFULLY. CONSULT YOUR BROKER OR OTHER REPRESENTATIVE IF YOU DO NOT UNDERSTAND ANY TERMS OR PROVISIONS OF THIS POLICY.

2. Subsection II.A. is deleted in its entirety and replaced with the following:

At the request of an **Insured**, the **Insurer** shall defend a proceeding first brought during the **Policy Period** against such **Insured** by a bar association, licensing board, disciplinary board, peer review committee, or similar entity alleging professional misconduct or violation of the rules of professional conduct and reported to the **Insurer** pursuant to Section VII herein; provided that such proceeding arises from a **Wrongful Act** described in Subsections I.A. and I.B. herein. The **Insurer's** obligation under this provision is subject to a limit of \$50,000 for each proceeding and \$100,000 in the aggregate per **Policy Period** for all **Insureds** for all **Claim Expenses** incurred by counsel selected by the **Insurer**, regardless of the number of such proceedings. In no event shall the **Insurer** be obligated under this provision to pay any amount other than **Claim Expenses**.

3. Subsection II.B. is deleted in its entirety and replaced with the following:

The **Insurer** will reimburse the **Insured** for actual loss of earnings and other reasonable expenses incurred by the **Insured** for the **Insured's** required presence at any mediation or arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work and other reasonable expenses will not exceed \$500 per **Insured** per day, \$25,000 per **Claim**, and \$50,000 per **Policy Period** for all **Insureds**.

4. Subsection II.D. is revised as follows:

The **Insurer** will pay for the cost of any **Crisis Event Expenses** that result from a **Crisis Event** that first occurs and is reported to the **Insurer** during the **Policy Period**. The **Insurer's** obligation under this provision is subject to a limit of \$25,000 for each **Crisis Event** first occurring during the **Policy Period** and \$50,000 in the aggregate, regardless of the number of **Crisis Events** qualifying for **Crisis Event Expenses**, or the number of persons or entities who are **Insureds**.

5. Subsection **II.F.** is deleted in its entirety and replaced with the following:

F. In the event an **Insured** receives a subpoena for documents or testimony arising out of **Professional Services** rendered by the **Insured** on or after the Retroactive Date, if applicable, and before the end of the **Policy Period**, and the **Insured** would like the **Insurer's** assistance in responding to the subpoena, the **Insured** may provide the **Insurer** with a copy of the subpoena and the **Insurer** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

1. the subpoena arises out of a lawsuit to which the **Insured** is not a party;
2. the **Insured** has neither been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past; and
3. the subpoena is first received by the **Insured** during the **Policy Period**, or any Extended Reporting Period, if applicable,

Any notice the **Insured** gives the **Insurer** of such subpoena shall be deemed notification of a **Potential Claim** under Section **VII** of this Policy.

6. The last paragraph of Section **II. EXTENSIONS OF COVERAGE** is deleted in its entirety and replaced with the following:

Solely with respect to the extensions of coverage described in this Section **II**, amounts paid by the **Insurer** shall not reduce the Limits of Liability stated in Item 3 of the Declarations and the **Insureds** shall not be required to pay the Deductible stated in Item 4 of the Declarations. With respect to **Pre-Claim Expenses**, once a **Potential Claim** becomes a **Claim**, **Damages** that result from such **Claim** shall reduce the Limits of Liability. **Claim Expenses** that result from such **Claim** shall first reduce the **Additional Defense Limit of Liability**. Upon exhaustion of the **Additional Defense Limit of Liability**, **Claim Expenses** that result from such **Claim** shall reduce the Limits of Liability. Such **Damages** and **Claim Expenses** are subject to the Deductible. If the Limit of Liability is exhausted by the payment of amounts covered under this Policy, the **Insurer** will have no further obligation to make payments under this Section **II**.

7. Subsection **III.R.5.** is deleted in its entirety and replaced with the following:

5. Notary public;

8. Section **III. DEFINITIONS** is amended to add the following:

"Additional Defense Limit of Liability" means \$50,000 unless the **Insured** purchases a higher defense limit. If the **Insured** purchases a higher defense limit, the \$50,000 shall be included within, and not in addition to, the total defense limit purchased by the **Insured**.

9. Subsection **IV.C.1.** is deleted and replaced by the following:

1. the **Insured(s)** own, individually or collectively, more than a thirty (30%) percent interest;

10. Subsections **IV.J.**, **IV.K.**, **IV.L.**, and **IV.M.** are deleted in their entirety.

11. Section **V. LIMIT OF LIABILITY AND DEDUCTIBLE** is amended to add the following:

The **Named Insured's** Deductible is reduced by ten (10%) percent of the Deductible stated in Item 4 of the Declarations.

12. Section V. **LIMIT OF LIABILITY AND DEDUCTIBLE** is amended to add the following:

- **ADDITIONAL DEFENSE COVERAGE**

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, **Claim Expenses** incurred by the **Insurer**, or the **Insured** with the **Insurer's** consent, in the defense of any covered **Claim** made during the **Policy Period** or any Extended Reporting Period, if applicable, under this Policy shall apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** shall be in addition to, and not part of, the Limits of Liability stated in Item 3.b. of the Declarations. The **Additional Defense Limit of Liability** is applicable to **Claim Expenses** only.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Claim Expenses** incurred by the **Insurer**, or the **Insured** with the **Insurer's** consent, in the defense of a **Claim** shall be part of, and not in addition to, any applicable Limit of Liability; and
2. payment by the **Insurer**, or the **Insured** with the **Insurer's** consent, of **Claim Expenses** reduces any applicable limit of liability.

13. Subsection VI.C.3. is deleted and replaced by the following:

3. seventy-five (75%) percent of the amount of **Damages** and **Claim Expenses** incurred in excess of the combined total of the amounts set forth in Subsection C.1. and C.2. above,

14. Subsection IX.A.2.a. is amended to add the following:

The percentages shown immediately above in paragraphs (a) through (e) to determine the additional premium for an Optional Extended Reporting Period Endorsement will be reduced by 10%.

All other terms, conditions and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No. _____

Insured: _____ Premium: _____

Insurance Company: _____

Authorized Signature: _____