

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement changes your Lawyers' Professional Liability Policy.



In consideration of the premium paid, it is agreed and understood that the following changes are hereby made to the policy and supersede any provisions to the contrary:

Section II. **LIMITS OF LIABILITY**, sub-section C. of the policy is deleted in its entirety and replaced with the following:

C. If **we** issue two or more policies of Lawyers' Professional Liability Insurance to the **named insured** that apply to the same **claim** or **claims** for which the **named insured** is jointly and severally responsible, **our** maximum aggregate Limit of Liability for such **damages** and **claim expenses** under all applicable valid and collectible insurance issued by **us**, shall not exceed the largest single available Limit of Liability under either policy as in effect as of the time such **claim** or **claims** is deemed to have been made.

Section III. **Deductibles**, sub-section B., **Multiple Policy Deductibles** of the policy is deleted in its entirety and replaced with the following:

B. Multiple Policy Deductibles - If **we** issue two or more policies of Lawyers' Professional Liability Insurance covering the **named insured** that apply to the same claim or claims for which the **named insured** is jointly and severally responsible, the applicability of deductibles will be determined by the policy with the highest limit of liability as determined per Section II. C., Limits of Liability, above.

Section V. **Definitions**, sub-section C. **Claims Expenses** is deleted in its entirety and replaced with the following:

C. **Claim expenses** means:

1. reasonable and necessary fees and expenses charged by any lawyer designated or approved by **us**;
2. all other reasonable and necessary fees and expenses, resulting from the

investigation, adjustment and defense of a **claim** if **we** incur or consent to those expenses;

3. all costs allocated to **you** in suits or proceedings; and
4. premiums on appeal bonds, in an amount not to exceed **our** limits of liability, which are required for the appeal of a covered **claim**. **We** have no obligation to apply for, guarantee or furnish any such bonds.

Our determination as to the reasonableness of the **claim expenses** is conclusive. **Claim expenses** do not include salaries and expenses of either **your** or **our** regular employees or officials.

Section V. **Definitions**, sub-section G. **Named Insured** is deleted in its entirety and replaced with the following:

G. **Named Insured** means the person or entity designated in the Declarations and any **predecessor** of such entity named in the Declarations.

Section V. **Definitions**, sub-section K.

Predecessor is deleted in its entirety and replaced with the following:

K. **Predecessor** means an individual or entity engaged in the practice of law whose financial assets and liabilities the **named insured** is the majority successor in interest, and who is named in the Declarations.

Section X. **Conditions** sub-section B. **Application** is deleted in its entirety and replaced with the following:

B. **Application**

By acceptance of this policy, **you** agree that the statements made in the application are personal representations and that this policy is

Name of Insured

Policy Number

Effective Date

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issued in reliance upon such representations.
This policy represents all agreements existing
between **you** and **us**, or any of **our** agents,
relating to this insurance.

Section **X. Conditions** sub-section **E. Changes** is
deleted in its entirety and replaced with the
following:

E. Changes

No change or modification of the policy is
effective except when made by written
endorsement to the policy by **our** authorized
representative. Notice of **our** agent or
knowledge possessed by **our** agent or another
person acting on **our** behalf does not affect **our**
rights under this policy.

**All other policy terms and conditions remain the
same.**

Name of Insured

Policy Number

Effective Date