



This endorsement, effective 12:01 A.M., <<effective date>>

Forms a part of policy number: <<policy number>>

Issued to: <<firm name>>

By the: **Ohio Bar Liability Insurance Company**

**AMENDMENT OF A PART-TIME POLICY TO PROVIDE FOR THE INCLUSION OF COSTS OF DEFENSE OF CLAIMS IN EXCESS OF \$25,000 WITHIN THE LIMITS OF LIABILITY OF THE POLICY AND TO PROVIDE THE APPLICATION OF THE POLICY DEDUCTIBLE TO EACH AND EVERY CLAIM**

In consideration of the premium charged it is agreed that the **INSURING AGREEMENT** of the policy to which this endorsement is attached, Section III, **DEFENSE AND SETTLEMENT**, is deleted and replaced as follows:

**III. DEFENSE AND SETTLEMENT**

With respect to such insurance as is afforded by this policy, the Company shall defend any “**Claim**” or suit against the Insured alleging such act, error, or omission and seeking money damages which are payable under the terms of this policy, and defend any “**Claim**” or suit seeking money damages arising out of “**Advertiser's Liability**” in connection with the Insured’s advertising of legal services. However, the Company shall not be required to defend any such “**Claim**” or suit arising solely out of an alleged act, error, or omission for which coverage is excluded by the terms, conditions and exclusions of this Policy; and the Company may make such investigation and, with consent of the Insured, settle any “**Claim**” or suit as it deems expedient. The Company shall have the sole right to name defense counsel to represent the Insured in any “**Claim.**”

The Insured may refuse to consent to any settlement or compromise recommended by the Company and elect to contest the “**Claim,**” suit or proceeding. If such settlement or compromise is acceptable to the claimant, then the Company’s liability shall not exceed the amount for which the Company would have been liable for money damages and “**Claim Expense**” at the time the “**Claim**” or suit or proceeding could have been settled or compromised, if judgment is ultimately rendered against the Insured in an amount greater than the money damages for which the “**Claim**” could have been settled by the Company.

It is further provided that the Company shall not be obligated to pay any “**Claim,**” judgment, award or “**Claim Expense**” or undertake to continue defense of any suit or proceeding after the applicable limit of the Company's liability has been exhausted by payment of judgments, awards, settlements or “**Claim Expense,**” or by deposit of the applicable limit of liability in a court of competent jurisdiction.

All "**Claim Expense**" in excess of the first \$25,000 of such expense shall first be subtracted from the applicable limit of the Company's liability, with the remainder being the amount available to pay money damages. The first \$25,000 of "**Claim Expense**" shall not reduce the limit of the Company's liability.

If the Company's limits of liability hereunder are exhausted prior to the reduction of any pending "**Claim,**" suit or proceeding, by settlement, final judgment or final award, the Company shall have the right to withdraw from the further defense thereof by tendering control of the defense to the Insured.

It is further agreed that the **CONDITIONS** of the policy, Section I, **LIMITS OF LIABILITY**, is deleted and replaced as follows:

### **I. LIMITS OF LIABILITY**

The limit of liability stated in the Declarations as applicable to 'all "**Claims**" arising out of the same, related or continuing "**Professional Services**"' is the limit of the Company's liability for all money damages including interest and all "**Claim Expense**" in excess of the first \$25,000 of such expense, arising out of the same or related "**Professional Services**" without regard to the number of claims, demands, suits, proceedings or claimants. If a "**Claim**" is made arising out of theft of client funds by any person defined as an Insured under this policy, and coverage is available under CONDITION II. INNOCENT INSURED section of the policy for the benefit of another Insured, then the limit of liability for all such "**Claims**" made and reported during the "**Policy Period**" shall, in the aggregate, not exceed \$50,000.

If any additional "**Claim**" is subsequently made which arises out of the same or related "**Professional Services**" as a "**Claim**" already made, any such "**Claim,**" whenever made, shall be considered first made within the "**Policy Period**" or "**Extended Reporting Period**" in which the earliest "**Claim**" arising out of such "**Professional Services**" was first made, and any such "**Claim**" shall be subject to the same limit of liability.

If the Named Insured purchases an "**Extended Reporting Period,**" the limit of liability stated in the Declarations as applicable to 'all "**Claims**" arising out of the same, related or continuing "**Professional Services**"' at the time the policy is terminated, is the limit of the Company's liability for any "**Claim**" arising out of the same, related or continuing services, which are first made during the "**Extended Reporting Period,**" unless at the option of the Named Insured, the limit of liability has been reduced when purchasing the "**Extended Reporting Period**" under Condition III A.

Subject to the above provisions respecting 'all "**Claims**" arising out of the same related or continuing "**Professional Services,**"' the limit of liability stated in the Declarations as "aggregate" is the total limit of the Company's liability for all money damages and "**Claim Expense**" arising out of all "**Claims**" to which each "**Policy Period**" applies or during each "**Extended Reporting Period.**"

The inclusion in the policy of more than one Insured shall not operate to increase the limit of the Company's liability.

**Deductible.** The deductible amount stated in the Declarations, if any, shall be subtracted from the total amount of money damages and "**Claim Expense**" resulting from each and every "**Claim**" first made and reported during the "**Policy Period**," and the Company shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable.

**Reimbursement to the Company.** All Insureds jointly and severally will be liable:

(a) For amounts the Company has paid in settlement any "**Claim**" or satisfaction of judgments, including interest, and "**Claim Expense**" in excess of \$25,000, the total of which exceeds the applicable policy limit of liability.

(b) For any amounts paid by the Company within or up to the deductible amount stated in the Declarations.

(c) For any "**Claim Expense**" paid by the Company, if the Company is ultimately found in any court or arbitration proceeding not to have provided coverage for a "**Claim**" or suit.

It is further agreed that the **CONDITIONS** of the policy, Section V, **OTHER INSURANCE** is deleted and replaced as follows:

#### **OTHER INSURANCE**

Subject to the limitations of coverage as set forth in Exclusion (i), if the Insured has other insurance against a loss covered by the policy, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limits of liability of this policy exceed the sum of the applicable limits of liability of all such other insurance.

If two or more policies of insurance by the Company apply to the same "**Claim**" for which the Company's insureds are jointly and severally liable, the Company's liability under each such policy shall be determined by the proportion of that policy's applicable limit of liability to the sum of the limits of all policies issued by the Company and applicable to the "**Claim.**" Regardless of the number of insureds, or the total liability of all such insureds, the Company's liability shall not exceed an amount equal to highest limit of liability of any one policy applicable to such "**Claim.**"

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions, provisions, agreements or limitations of the above numbered policy, other than as stated in this endorsement.



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Duly Authorized OBLIC Representative