Endorsement #

This endorsement effective 12:01 a.m. **forms a part of**

Policy No. **issued to**

By:

Commercial Umbrella Liability Policy with CrisisResponse®

XSEnhanced℠ Real Estate Coverage Enhancement Endorsement

TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.

This policy is amended as follows:

The DECLARATIONS are amended to add the following Designated Coverage Self Insured Retentions:

$_____ Each Occurrence

$_____ General Aggregate

$_____ Products-Completed Operations Aggregate

as respects all coverages designated in the XS Enhanced℠ Real Estate Coverage Enhancement as being subject to the Designated Coverage Self Insured Retentions.

The Designated Coverage Self-Insured Retentions will not be reduced by **Defense Expenses**.

The applicable Designated Coverage Self Insured Retentions apply whether or not there is any available **Other Insurance**. If there is **Other Insurance** applicable to a **Loss**, amounts received through such **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the above Self-Insured Retention if such policies were purchased by the **Named Insured** to specifically apply as underlying insurance to this policy. However, in no event will amounts received through such **Other Insurance** for the payment of **Defense Expenses** reduce the above Self-Insured Retention.

Solely with respect to the coverage provided by this policy subject to the applicable Designated Coverage Self Insured Retentions set forth above, **Section III. DEFENSE PROVISIONS** Paragraphs A. and D. are deleted in their entirety and Paragraph A. is replaced by the following:

A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury, Property Damage, Personal Injury and Advertising Injury,** or **Wrongful Act** (as applicable) arising out of coverage subject to the applicable Designated Coverage Self Insured Retention, once such Designated Coverage Self Insured Retention has been exhausted by **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

Section VII. DEFINITIONS, Paragraph U. is amended to add the following to the definition of **Personal Injury and Advertising Injury:**

Discrimination or humiliation on account of age, gender, race, color, national origin, creed, religion, sexual orientation, marital status, veterans status, pregnancy, sickness, disease, disability, physical capabilities, physical characteristics, physical condition, mental capabilities, mental condition, or any other similar category or class, but only if such discrimination or humiliation is:

a. not committed by, at the direction of, or with the knowledge of you and or any of your executive officers or directors; and

b. not directly or indirectly related to the employment of any person or persons by you.

If coverage for such discrimination or humiliation is not provided by any applicable **Scheduled Underlying Insurance**, the coverage for such discrimination or humiliation shall be provided excess of the Designated Coverage Self Insured Retention listed in the Declarations (as amended by the XSEnhanced^{SM} Real Estate Coverage Enhancement Endorsement).

Section V. EXCLUSIONS is amended to include the following provision:

It is understood and agreed that with respect to any professional liability exclusion contained within this policy or any of its endorsements:

1. such exclusion shall not apply to resultant **Bodily Injury** or **Property Damage** arising out of professional services performed by or on behalf of the **Insured;** and

2. such exclusion shall not apply to services performed by or on behalf of the **Insured** within construction means, methods, techniques, sequences and procedures in connection with **Insured's** operations in the **Insured's** capacity as a construction contractor; and

3. such exclusion shall not apply to and this policy shall provide coverage for liability for those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay by reason of liability imposed by law because of a **Wrongful Act** arising from the rendering or failing to render

Professional Legal Services by any attorney-at-law who is an employee of or a salaried officer of the **Named Insured**. For the purpose of this coverage, the term **Occurrence** shall be deemed to include a **Wrongful Act**.

Where the coverage provided by this policy for liability arising out of any act, error, omission, malpractice or mistake of a professional nature is not provided by any applicable **Scheduled Underlying Insurance**, the coverage for such liability shall be provided excess of the Designated Coverage Self Insured Retention listed in the Declarations (as amended by the XSEnhanced[SM] Real Estate Coverage Enhancement Endorsement).

For the purpose of the coverage provided by this endorsement only, **Section VII. DEFINITIONS,** is amended to include the following additional definitions:

Defense Expenses means a payment allocated to defend a specific **Suit**, including but not limited to:

1. Attorneys' fees and all other investigation, loss adjustment and litigation expenses;

2. Premiums on bonds to release attachments;

3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;

4. Court costs taxed against the **Insured** in any **Suit**;

5. Pre-judgment interest awarded against the **Insured**; and

6. Interest that accrues after entry of judgment.

Professional Legal Services means the following legal services and activities while performed by or on behalf of the **Named Insured** or any person for whom the **Named Insured** is legally responsible:

1) performed as a lawyer, notary public, arbitrator, mediator, title insurance agent, designated issuing lawyer to a title insurance company, fiduciary, or speaker or author of legal treatises; or

2) provided by a lawyer in connection with any bar association, its governing board, or any of its committees.

Wrongful Act means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by or on behalf of the **Named Insured** or any person for whom the **Named Insured** is legally responsible in the performance of **Professional Legal Services**.

Section IV. LIMITS OF INSURANCE, Paragraph E. is deleted in its entirety.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Authorized Representative or
Countersignature (Where Applicable)