

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

CORPORATE COUNSEL PREMIERSM EXTENSION ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed that:

[NOTE: Must attach Appendix A, Panel Counsel for securities claims – DELETE THIS AFTER ATTACHING APPENDIX A]

1. **CCP Endorsement Schedule:**

Item 1. **Securities Claim Sublimit:** \$[INSERT DOLLAR AMOUNT]

Item 2. **Retention:**

A. **NON-INDEMNIFIABLE LOSS:** \$[INSERT DOLLAR AMOUNT]

B. **ALL OTHER LOSS:** \$[INSERT DOLLAR AMOUNT]

Item 3. **Coinsurance:** [INSERT NUMBER]%

Item 4. **CCP First Inception Date:** [INSERT DATE]

Item 5. **CCP Retroactive Date:** [INSERT DATE]

2. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only with respect to the coverage afforded under this endorsement.

3. Solely with respect to the coverage afforded under this endorsement, Clause I. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

I. CCP INSURING CLAUSES

Solely with respect to **claims** first made against an **insured person** and reported to **us** during the **policy period** or any applicable Extended Reporting Period, subject to the other terms, conditions and limitations of the policy, including any endorsements attached thereto, and excess of any applicable **directors and officers coverage** and if no such coverage applies, as primary, this policy affords the following coverage:

A-1. CORPORATE COUNSEL PROFESSIONAL LIABILITY

We shall pay amounts, in excess of the applicable retention, an **insured person** is legally obligated to pay as **damages** arising from any **claim** made against such **insured person** for **wrongful acts**, except when and to the extent that the **organization** has indemnified the **insured person** for **damages**.

A-2. ORGANIZATION INDEMNIFICATION OF INSURED PERSONS

We shall pay amounts, in excess of the applicable retention, the **organization** is legally obligated to pay as **damages** arising from any **claim** made against an **insured person** for **wrongful acts**, but only to the extent that the **organization** has indemnified an **insured person** for **damages**.

B. DEFENSE OF INSUREDS

1. ***Our Duty To Defend:*** We have the right and duty to defend a **claim** brought against an **insured person** for **wrongful acts**, even if the **claim** is groundless, false or fraudulent. We shall pay for **claim expenses** incurred in the defense of a **claim** for **wrongful acts**. We shall have no duty to defend a **claim** insured by **directors and officers coverage** or a **securities claim**.
 2. ***Claim expenses:*** We shall indemnify for **claim expenses** incurred in a **securities claim** or **claim expenses** incurred in excess of **directors and officers coverage**, that are incurred with our prior written consent in the defense of **wrongful acts**.
 3. ***Our Right To Investigate and Settle Claims:*** We have the right to investigate a **claim** against an **insured person**, and, with the written consent of the **insured person** or the **organization**, if applicable, settle any such **claim**.
 4. ***When Our Duty Ends:*** Our duty to defend and any obligation to indemnify an **insured person** shall end if the **insured person** or, if applicable, **you**, fail or refuse to consent to a settlement that we recommend and the claimant will accept. The **insured person** must then defend the **claim** at their own expense. As a consequence of such failure or refusal to consent, our liability for **loss** shall not exceed the amount for which we could have settled such **claim** had the **insured person** or, if applicable, the **organization**, consented, plus **claim expenses** incurred prior to the time we made such recommendation.
4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS**, paragraphs B., C., E., F., K., M., Q. and R. are deleted in their entirety and replaced with the following:

B. Claim means:

1. a civil proceeding for monetary, non-monetary or injunctive relief which is commenced by service of a complaint or similar pleading;
2. a written demand received by an **insured person** for money, services, non-monetary relief or injunctive relief;
3. a binding arbitration proceeding in which **damages** are alleged and to which an **insured person** must submit or does submit with our prior written consent;

4. a civil, administrative or regulatory investigation of an **insured person** by the SEC or a similar state or foreign government authority, after the service of a subpoena upon such **insured person**;
 5. a written request to toll or waive a statute of limitations relating to a potential **claim** against an **insured person**;
 6. a judicial, administrative, bar association or other proceeding against a **corporate counsel** solely concerning the eligibility or license of such **corporate counsel** to practice law, or compliance with Section 307 of the Sarbanes-Oxley Act of 2002 and any rule or regulations promulgated thereunder or pursuant thereto; and
 7. a **securities claim**.
- C. Claim expenses** means all reasonable and necessary fees charged by attorneys designated by **us** and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by **us**, or by an **insured person** with our prior written consent, including the costs of appeal, attachment or similar bonds arising out of a covered judgment. **We** have no obligation to provide such bonds. **Claim expenses** shall not include salaries, wages, fees, overhead or benefit expenses associated with the **organization's executives** or employees. **Claim expenses** shall also not include fees, costs or expenses incurred prior to the time that a **claim** is first made against an **insured person**. This Definition is subject to the limitations set forth in Paragraph II.(F) (**loss**).
- E. First inception date** means the date set forth in Item 4. of the Endorsement Schedule.
- F. Loss** means the total sum of **damages** and **claim expenses**. **Loss** shall not mean and this extension endorsements shall not cover: (1) compensation, benefits, overhead, charges or expenses of any (i) **insured person** or (ii) the **organization's** employees or **executives**; (2) civil or criminal fines or penalties; (3) the return or restitution of fees, expenses or costs, or other disgorgement; (4) taxes; (5) any amounts for which an **insured person** is not financially liable or which are without legal recourse to an **insured person**; (6) the costs and expenses of complying with any injunctive or other form of non-monetary relief; and (7) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- In the event of a **claim** alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all of the ownership interest in or assets of any entity is inadequate, **loss** with respect to such **claim** shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to **claim expenses** or to any **non-indemnifiable loss** incurred in connection therewith.
- K. Professional services** means **legal services**.
- M. Retroactive date** means the date set forth in Item 5. of the Endorsement Schedule.

- Q. Wrongful act** means any actual or alleged:
1. **personal injury peril**; or
 2. negligent act, error, omission, breach of duty, misstatement or misleading statement;
- committed or omitted on or after the **retroactive date** by an **insured person** but solely in the performance of **legal services**.

R. "You, your or insured" means **insured person** and **organization**.

5. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended to include the following definitions at the end of such Clause:

CC-A. Corporate counsel means any attorney at law admitted to the bar in or otherwise licensed to the practice of law in any of the United States of America or its territories, Canada or any other foreign jurisdiction while an **employee** of the **organization**. "**Corporate counsel**" shall not mean and this policy shall not cover any person employed by the **organization** solely to perform legal services for or on behalf of others.

CC-B. Directors and officers coverage means any insurance policy or self-insured insurance program for which an **insured person** has coverage under any managerial liability, directors and officers liability, general partner liability, employment practices liability, catastrophe coverage or similar insurance policy ("**D & O Coverage**"): (1) whether or not any applicable retention, deductible or coinsurance obligation has been satisfied; and (2) regardless of whether such policy is stated to be primary, contributory, excess, contingent or otherwise. **Directors and officers coverage** shall also include any amount that is a reinstatement of all or a portion of the limit of liability of **D & O Coverage**.

CC-C. Employee means any past, present or future employee, including any part-time, seasonal and temporary employee of the **organization**.

CC-D. Executive means any:

1. past, present and future duly elected or appointed director, officer, trustee or governor of a corporation, management committee member of a joint venture and member of the management board of a limited liability company (or equivalent position); or
2. past, present and future General Counsel and Risk Manager (or equivalent position) of the **organization**.

CC-E. Indemnifiable loss means **loss** for which the **organization** has indemnified or is permitted or required to indemnify an **insured person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the **organization**, including the advancement of **claim expenses**.

For the purposes of determining whether **loss** constitutes **indemnifiable loss**, the **organization** shall be conclusively deemed to have indemnified the **insured persons** to the fullest extent permitted by law taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any required application for court approval, the passing of any board or corporate resolution, the amendment of any charter, bylaws,

operating agreement or similar documents of the **organization** or the execution of any contract.

CC-F. Insured person means any past, present or future:

1. **corporate counsel**;
2. an **employee** of the **organization** who supports a **corporate counsel** in the performance of **legal services**; and
3. licensed attorney provided by an employment contractor or agency under a written agreement between the **organization** and the employment contractor or agency to perform **legal services** for or on behalf of the **organization**.

CC-G. Legal services means any professional legal services rendered by:

1. a **corporate counsel** but solely in his or her capacity as an **employee** of the **organization**;
2. a **corporate counsel** but solely while a full time, permanent **employee** of the **organization** (including moonlighting and *pro bono* services); and
3. any **insured person** but only while acting under the supervision of and at the direction of a **corporate counsel**.

CC-H. Non-indemnifiable loss means **loss** that is not **indemnifiable loss**.

CC-I. Organization means the **named insured** and any **subsidiary**.

CC-J. Personal injury peril means any:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel or slander or other defamatory or disparaging materials;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

CC-K. Securities claim means a **claim** made against an **insured person** arising from **legal services** after the **first inception date**:

1. alleging a violation of any federal, state, local or foreign regulation, rule or statute regulating securities (including, but not limited to, the purchase or sale or offer or solicitation of an offer to purchase or sell securities) which is:
 - a. brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of the **organization**; or
 - b. brought by a security holder, purchaser or seller of securities of the **organization** with respect to such security holder,

purchaser or seller's interest in securities of such **organization**;
or

2. brought derivatively on behalf of the **organization** by a security holder of such **organization**.

Securities claim shall not mean and this policy shall not cover any **claim** brought by any **executive** or **employee** of the **organization** alleging or arising out of the loss of or failure to receive or obtain the benefit of securities or options on securities.

6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, paragraphs A. (fraudulent or criminal acts), C. (**bodily injury** or **property damage**), D. (SEC and RICO), E. (ERISA), F. (employment practices), L. (**insured** versus **insured** liability) and S. (personal injury) are deleted in their entirety.
7. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is amended to include the following exclusions at the end of such Clause:

We shall not cover claims:

- CC-A.** alleging, arising out of or resulting, directly or indirectly, from any (1) dishonest, fraudulent, criminal or malicious act or omission, (2) intentional or knowing violation of the law, (3) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled, or (4) commingling, misappropriation, or improper use of funds; however, we will defend a **claim** against an **insured person** alleging any of the foregoing conduct until there is a judgment against, final adjudication against or adverse finding of fact against an **insured person**, or adverse admission, plea of *nolo contendere* or no contest by an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **claim expenses**; provided further, however, that for purposes of the applicability of this exclusion, the **wrongful act** of an **insured person** shall not be imputed to any other **insured person**;
- CC-B.** alleging, arising out of or resulting, directly or indirectly, from any **bodily injury** (other than emotional distress or mental anguish) or **property damage**;
- CC-C.** alleging, arising out of or resulting, directly or indirectly, from any emotional distress or mental anguish of any person; provided, however, this exclusion shall not apply to any **personal injury peril**;
- CC-D.** for violation(s) of any of the responsibilities, obligations or duties imposed by:
 - a. the Employee Retirement Income Security Act of 1974 (ERISA), provided, however, that this exclusion shall not apply to **claims** arising out of a **corporate counsel** providing **legal services** to an ERISA fiduciary; or
 - b. the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and

amendments thereto or any similar federal, state, local or foreign statutory law or common law;

It is acknowledged that **claims** for violation(s) of any of the responsibilities, obligations or duties imposed by "similar federal, state, local or foreign statutory law or common law," as such quoted language is used in the immediately-preceding paragraph, include, without limitation any and all **claims** which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- (1) the refusal, failure or inability of any **organization** or **insured person(s)** to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- (2) improper deductions from pay taken by any **organization** or **insured person(s)** from any **employee(s)** or purported **employee(s)**; or
- (3) failure to provide or enforce legally required meal or rest break periods.

CC-E. alleging, arising out of or resulting, directly or indirectly, from any employment practices or any discrimination against any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation or pregnancy; provided, however, this exclusion shall not apply to the employment practices of others but only to the extent that such employment practices is in reliance upon the **legal services** of an **insured person**;

CC-F. against an **insured person** that is brought, directly or indirectly, by or on behalf of: (1) any **insured person**; (2) the **organization**; (3) any business entity that is controlled, managed or operated, directly or indirectly, in whole or in part, by the **organization**; (4) any parent company, partner, trustee, successor or assignee of the **organization**, or any person or entity affiliated with the **organization**; (5) any receiver, conservator, trustee, creditor or assignee of creditors or for the benefit of creditors or similar representative in the event of the insolvency or bankruptcy of the **organization**; or (6) any security holder or member of the **organization**, whether directly or derivatively, unless such security holder or member **claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of an **insured person**, the **organization** or any **executive** of the **organization**; provided, however, this exclusion shall not apply to **claim expenses** incurred in the defense of any **claim** brought by or on behalf of the **organization**;

CC-G. alleging, arising out of or resulting, directly or indirectly, from any actual or alleged breach of duty, neglect, error, misstatement, misleading statement or omission by an **insured person** in any capacity other than when providing **legal services**;

- CC-H.** alleging, arising out of or resulting, directly or indirectly, from any services performed by any contract, seasonal, part-time or leased lawyer other than **legal services** provided for the **organization** at the direction of **corporate counsel**;
- CC-I.** alleging, arising out of or resulting, directly or indirectly, from any **claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **employee** of an **organization**, for improper payroll deductions or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto; provided, however, this exclusion shall not apply to **claim expenses** in connection therewith; or
- CC-J.** alleging, arising out of or resulting, directly or indirectly, from any **claim**, arbitration, mediation, litigation, administrative proceeding (including disciplinary and licensing), bankruptcy or regulatory proceeding or investigation, pending as of or commenced prior to the **first inception date**, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **claim**, arbitration, mediation, litigation or administrative, bankruptcy or regulatory proceeding or investigation.
8. Solely with respect to the coverage afforded under this endorsement, Clause IV. **LIMITS OF LIABILITY** is amended to include the following paragraphs at the end of such Clause:
- CC-A.** It is understood and agreed that **our** total liability for all **loss** arising from any and all **securities claims** made against an **insured person** and reported to **us** during the **policy period** or any applicable Extended Reporting Period alleging a **wrongful act**, or series of continuous, repeated or related **wrongful acts**, shall not exceed the **securities claim** Sublimit of Liability set forth in Item 1. of the Endorsement Schedule. Such **securities claim** Sublimit of Liability is part of, and not in addition to, the aggregate Limit of Liability for the **policy period** as set forth in Item 3 of the Declarations.
- CC-B.** It is understood and agreed that any coverage that may be provided under Endorsement, shall apply excess of any coverage under any **directors and officers coverage** and **we** shall have no duty to defend or obligation to pay **claim expenses** or other **loss** until the applicable limits of all such **directors and officers coverage** has been exhausted.
9. Solely with respect to the coverage afforded under this endorsement, Item 4 of the Declarations is inapplicable and the retention with respect to this Endorsement is set forth as Item 2. of the Endorsement Schedule.
10. Solely with respect to the coverage afforded under this endorsement, Clause V. **RETENTION** is deleted in its entirety and replaced with the following:
- V. RETENTION**
- A. The **insurer** shall only be liable for the amount of **loss** arising from each **claim** that exceeds the applicable retention amount stated in Items 2. of the Endorsement Schedule. The retention amounts must be borne by an

insured person or the **organization** and remain uninsured. The retention amount stated in:

1. Item 2.A. of the Endorsement Schedule applies to **non-indemnifiable loss**; and

2. Item 2.B. of the Endorsement Schedule applies to all other **loss**.

In the event a **claim** triggers more than one retention amount, the highest applicable retention amount shall be deemed the retention amount applicable to the **claim**. A single retention amount shall apply to **loss** arising from all **claims** alleging the same **wrongful act**, or series of continuous, repeated or related **wrongful acts**. In **our** sole and absolute discretion, **we** may advance all or part of the applicable retention amount in which case the **insured person** and the **organization** agree to repay **us** immediately after **we** notify the **insured person** and the **organization** of that payment.

B. *Coinsurance*: Solely with respect to the coverage afforded under this Endorsement, for each **claim** against an **insured person**, the **insured person** or the **organization** shall, excess of the applicable retention amount, bear uninsured and at their own risk and pay the Coinsurance percentage set forth as such in Item 3. of the Endorsement Schedule. **Our** liability hereunder with respect to **loss** shall apply only to the remaining percentage of such **loss**. **We** shall have no obligation to pay to the extent that an **insured person** or the **organization** does not pay the Coinsurance percentage. In **our** sole and absolute discretion, **we** may advance all or part of the Coinsurance percentage, in which case the **insured person** and the **organization** agree to repay **us** immediately after **we** notify the **insured person** and the **organization** of that payment. Payments of Coinsurance by the **insured person** or the **organization** shall not be subject to and do not reduce any Limit of Liability or retention amount under this policy. No coinsurance shall be applicable to **non-indemnifiable loss**.

11. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph B., "**Your Assistance and Cooperation**," is amended to include the following paragraph at the end of such paragraph:

4. The following shall only apply to a **securities claim** and related **claims**, that are not otherwise covered by any applicable **directors and officers coverage**:

Affixed as Appendix A hereto and made a part of this endorsement is a list of Panel Counsel law firms ("**panel counsel firms**"). The list provides the **insured person** with a choice of law firms from which a selection of legal counsel shall be made to conduct the defense of a **securities claim** made against an **insured person**.

For a **securities claim** and related **claims**, the **insured person(s)** shall select a **panel counsel firm** to defend such **securities claim(s)** made against the **insured person** in the jurisdiction in which the **securities claim** is brought. In the event the **claim** is brought in a jurisdiction not included on the list, the **insured person(s)** shall select a **panel counsel firm** in the listed jurisdiction which is the nearest geographic jurisdiction to either where the **securities claim** is brought or where the corporate headquarters of the **named insured** is located. In such instance the **insured persons** and the **insurer** shall jointly

select a non-panel counsel firm in the jurisdiction in which the securities claim is brought to function as "local counsel" on the claim to assist the panel counsel firm which will function as "lead counsel" in conducting the defense of the securities claim.

With our express prior written consent, an insured person may select a panel counsel firm different from that selected by another insured person defendant if such selection is required due to an actual conflict of interest. The list of panel counsel firms may be amended from time to time, including during the policy period, at our sole discretion.

12. Solely with respect to coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph D., "Other Insurance," is amended to include the following sentence at the end of that paragraph:

Coverage under this policy shall apply specifically as excess to any applicable directors and officers coverage.

13. Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph L., "Organizational Changes," is deleted in its entirety and replaced with the following:

L. Organizational Changes

If during the policy period:

1. the named insured merges into or consolidates with another entity such that the named insured is not the surviving entity;
2. another entity, person or group of entities and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of the named insured's directors; or
3. the directors and officers coverage shall be cancelled or nonrenewed and such cancellation or non-renewal results in a lapse of coverage;

(any of the above events hereinafter referred to as the "Transaction") then coverage shall continue until the later of the termination of the policy period or such other date to which we may agree, but only with respect to wrongful acts which occurred prior to the Transaction and are otherwise covered by this policy. No coverage shall be provided after the Transaction unless the named insured notifies us of the Transaction in writing within thirty (30) days of the Transaction.

14. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **Declarations**, paragraph N., is amended by appending the following to the end of that paragraph:

For purposes of the first sentence of this paragraph, the term "application" referenced therein, means:

each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other employed lawyer (or equivalent) liability policy issued by the insurer, or

any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time, and any public documents filed by the **organization** prior to the inception date of this policy with the Securities and Exchange Commission ("SEC") (or any similar federal, state, local or foreign regulatory agency), including, but not limited to, the **organization's** quarterly, annual and other reports to owners of its equity securities, 10Ks, 10Qs, 8Ks proxy statements and certifications relating to the accuracy of the foregoing.

15. THIS ENDORSEMENT AFFORDS NO COVERAGE FOR **CLAIM EXPENSES** INCURRED BY, SETTLEMENTS BY OR ON BEHALF OF, CONTRACTUAL OBLIGATIONS OF, OR JUDGMENTS AGAINST ANY ENTITY WHETHER ARISING OUT OF A **CLAIM** MADE AGAINST AN **ORGANIZATION**, BASED UPON ANY LEGAL OBLIGATION TO PAY ANY AMOUNT THAT AN **ORGANIZATION** HAS OR MAY HAVE TO A CLAIMANT, OR DERIVED FROM THE ACTS OR OMISSIONS OF **INSURED PERSONS**.

No **organization** is covered in any respect under Insuring Clause A-1, "Corporate Counsel Professional Liability," or Insuring Clause B, "Defense of Insureds," as set forth in paragraph 3. of this endorsement. An **organization** is covered, subject to the terms, conditions, exclusions and other limitations of this endorsement and otherwise contained in this policy, only with respect to its indemnification of **insured persons** under Insuring Clause A-2, "Organization Indemnification of Insured Persons," as set forth in paragraph 3. of this endorsement, as respects a **claim** against such **insured persons**.

16. It is expressly understood and agreed that the **named insured** shall provide **us** with an updated list of its **corporate counsel** within ten (10) business days after the date on which this policy has been in effect for six (6) months.
17. We shall have the right to associate fully and effectively with each and every insured person and, with respect to Coverage B of this Endorsement, the organization, in the defense of any claim or any matter that involves, or appears reasonably likely to involve, the insurer, including, but not limited to, negotiating a settlement.

18. **SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION**

With respect to the coverage afforded under this endorsement only, If a **claim** against an **insured person** includes a **claim** against: (a) the lawful spouse of such **insured person**; or (b) a property interest of such spouse, this policy shall cover **loss** arising from the **claim** made against that spouse or the property of that spouse to the extent that such **loss** does not arise from a **claim** for any actual or alleged act, error or omission of such spouse. This policy shall cover **loss** arising from a **claim** made against the estates, heirs, or legal representatives of a deceased **insured person**, and the legal representatives of an **insured person**, in the event of their incompetency, insolvency or bankruptcy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE