

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **PUNITIVE DAMAGES COVERAGE AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in Clause II. **DEFINITIONS**, paragraph D., "**damages**," is deleted in its entirety and replaced with the following:

- D. Damages** means any amount that **you** shall be legally required to pay because of judgments, arbitration awards or the like rendered against **you**, or for settlements negotiated by **us** with **your** written consent; provided that **damages** shall not include any amounts for which **you** are not financially liable or for which there is no legal recourse against **you**, the costs and expenses of complying with any injunctive or other form of equitable relief, or matters that may be deemed uninsurable under the law. **Damages** shall include:
1. punitive, exemplary and multiple damages where insurable by applicable law; the enforceability of such coverage for punitive damages shall be governed by such applicable law which most favors coverage for punitive damages;
  2. pre-judgment interest; and
  3. post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of judgment within the applicable Limit of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**