**PRACTICEGUARD® ENDORSEMENT**

NAMED INSURED:

This endorsement, effective 12:01 A.M. TBD forms a part of Policy No.

Issued by:

(The attaching clause needs to be completed only when this endorsement is issued subsequent to the preparation of the **Policy**.)

This **Policy** is amended as follows:

**Section 5. LIMIT OF LIABILITY** is amended to include:

**5.10. PRACTICEGUARD®**

#### 5.10.1. DEFINITIONS

**Accidental Death** means death as a result of a single, sudden, unexpected, unusual specific event giving rise to accidental bodily harm which occurs at an identifiable time and place.

**Business Overhead Expenses** means the **Named Insured’s** usual expenses, not covered by other insurance, which are reasonably necessary to the **Named Insured’s** business up to a maximum of $625 per month for up to 12 months, incurred after the **Insured Person** has satisfied the **Waiting Period** and prior to the date a **Replacement Person** commences his duties. If more than one **Insured Person** is covered under this endorsement, such expenses will be allocated to each **Insured Person.** **Business Overhead Expenses** which are payable less often than monthly, e.g., quarterly, shall be applied proportionately over the period that they cover. **Business Overhead Expenses** shall include but not be limited to rent, utilities, telephone rental, employee wages, and leased and/or rental equipment.

**Company** means the insurance company shown in the Declarations, its successors or assigns.

**Covered Expenses** means the tax-deductible items listed below:

(1) Fees paid pursuant to a written contingent agreement, approved in writing in advance by the **Company**, between the **Named Insured** and a search firm retained to locate a **Replacement Person**;

(2) Reasonable legal fees to enter into an employment contract, approved in writing in advance by the **Company**, between the **Named Insured** and the **Replacement Person**, who must not be related to the **Insured Person** by blood, marriage, or adoption;

(3) Reasonable advertising charges incurred by the **Named Insured** to find a **Replacement Person**, not including any separate advertising charges made by a search firm;

(4) Reasonable travel, food and lodging costs incurred by persons who interview to replace the **Insured Person**, up to a maximum of $4,000 in the aggregate;

(5) Reasonable and necessary moving expenses of the **Replacement Person**, approved in writing in advance by the **Company**, up to a maximum of $4,000;

(6) After the **Waiting Period**, 90% of the gross salary including reasonable employee benefits and taxes, paid to a **Replacement Person** for the period during which the **Insured Person** is **Totally Disabled**. In the event the **Insured Person** returns to work within the first six months of the twelve month benefit period and the **Replacement Person** is still retained, the **Company** will reimburse no more than a maximum of six monthly payments. This benefit is subject to a monthly maximum of $5,000. Any benefit payable for less than one month will be paid at a daily rate of 1/30th of the monthly benefit;

(7) The costs listed in (1) through (6) above that are incurred by the **Named Insured** to replace one of the **Named Insured’s** other employees, if the **Named Insured** elects to replace the **Insured Person** with that employee.

**Disability or Disabled** refers to continuing periods of **Total Disability**.

**Doctor** means any licensed allopathic or osteopathic medicine practitioner in the United States, but only if the **Doctor** is not a member of an **Insured Person's** immediate family.

**Doctor's Care** means medically appropriate regular care rendered by a **Doctor** for the condition causing the **Disability** and intended to return the **Insured Person** to employment.

**Injury** means accidental bodily harm or impairment which first occurs or manifests itself during the **Policy** **Period**.

**Insured Person** means a lawyer who, at the time this endorsement is issued, works 20 hours per week or more as a partner, limited liability partner, limited liability company member, officer, director, stockholder or employee of the **Named Insured.**

**Maximum Benefit Period** is the longest period of time for which the **Company** will pay benefits for all periods of **Disability** (including all concurrent and recurrent **Disabilities**) and is 14 months, including the 60 day **Waiting Period** and the 12 month benefit period.

**Maximum Endorsement Benefit** is the most the **Company** will pay for all periods of **Disability** (including all concurrent and recurrent **Disabilities**)or **Accidental Death** and is $60,000 per **Insured Person**. The aggregate Limit of Liability per **Named Insured** is $60,000 first multiplied by the number of **Insured Persons** and then divided by three, subject to a minimum aggregate Limit of Liability of $60,000 and a maximum aggregate Limit of Liability of $300,000 per **Policy Period**.

**Mental Disorder and/or Substance Abuse Disorder** means those classified in the Diagnostic and Statistical Manual of Mental Disorderspublished by the American Psychiatric Association or any replacement of this Manual.

**Named Insured** means the firm or individual lawyer shown in Item 1 of the Declarations and any **Predecessor** **Firm**.

**Occupation** means the job(s) which the **Insured** **Person** is fit to perform because of his or her education, training or experience.

**Permanent Total Disability** means an **Insured Person** who has suffered continuous **Total** **Disability** for the duration of the **Permanent Total Disability Waiting Period** and who will be wholly prevented from ever resuming the primary duties of his or her **Occupation**.

**Permanent Total Disability Waiting Period** means the additional period of twelve months beyond the initial **Waiting Period** of 60 days and during which the **Insured Person** must be **Totally Disabled** before any claim for **Permanent Total Disability** will be considered.

**Pre-existing Condition** means a physical injury, sickness or other condition which, within 24 months prior to the **Insured Person** first being covered under this endorsement, caused the **Insured Person** to seek diagnosis, treatment or consultation with, or receive medical care, treatment, services or supplies from a **Doctor** or other licensed health care provider or take legally prescribed medications. It also means physical injury, sickness, or other condition for which, in the 24 month period prior to the **Insured Person** first being covered under this endorsement, caused symptoms that would cause a reasonably prudent person to seek medical attention.

**Policy Period** means the period from the effective date of this **Policy** to the expiration date or earlier termination date of this **Policy**.

**Replacement Person** means a person retained or contracted to perform the duties of the **Insured Person**.

**Sickness** means physical infirmity or disease which first manifests itself during the **Policy Period** and is not excluded due to a **Pre-existing Condition**. It does not include **Total Disability** due to normal pregnancy, childbirth, miscarriage or abortion or a **Mental Disorder and/or Substance Abuse Disorder**.

**Total Disability or Totally Disabled** means that, because of physical **Injury** or **Sickness**, the **Insured Person** is, during the **Policy Period**, both: a) completely unable to engage in any **Occupation**;and b) is receiving **Doctor's Care** for the condition causing the **Total Disability**. The **Company** may waive this **Doctor’s Care** requirement if the **Company** determines that the **Total Disability** is reasonably expected to continue for the life of the **Insured** **Person**.

**Waiting Period** means 60 days and is the length of time the **Insured** **Person** must be **Totally** **Disabled** before the benefits will be paid under this endorsement. A new 60 day **Waiting Period** is required if after the end of **Total Disability** the **Insured Person**, both: a) has returned to work full time at his or her **Occupation** and performed all the primary duties of that **Occupation**; and b) the later period of **Total Disability** begins more than 6 months after the end of the prior period of **Total Disability**. A new **Waiting Period** will also be required if the later **Total Disability** is due to an unrelated cause.

**5.10.2. COVERAGE - WHAT BENEFITS THIS ENDORSEMENT PROVIDES**

**Covered Expenses And Business Overhead Expenses**

The **Company** will reimburse monthly the **Named Insured** after the **Waiting Period** has expired for **Covered Expenses** and **Business Overhead Expenses** the **Named Insured** incurs if an **Insured Person** becomes and remains **Totally Disabled** as a result of **Injury** or **Sickness** for a period upto the **Maximum Benefit Period** and in an amount not to exceed the **Maximum Endorsement Benefit**. All reimbursements paid by the **Company** for **Covered Expenses** and **Business Overhead Expenses** will reduce the amount of the **Maximum Endorsement Benefit**. To be reimbursed, the

**Named Insured** must submit proof that the **Covered Expenses** and **Business Overhead Expenses** were both incurred and paid by the **Named Insured**.

After the **Waiting Period**, the **Company** will reimburse **Covered Expenses** listed in Items (1) through (5) which the **Named Insured** incurred during the **Waiting Period**. The **Company** will only reimburse **Business Overhead Expenses** which the **Named Insured** incurs after the **Insured Person** has satisfied the **Waiting Period** and prior to the date a **Replacement Person** commences his duties.

**Permanent Total Disability Benefit**

If an **Insured Person** suffers **Permanent Total Disability** as a result of physical **Injury** or **Sickness**, the **Company** will pay the **Named** **Insured** a lump sum equal to fifty percent (50%) of the unused portion, if any, of the **Maximum Endorsement Benefit** at the time of the expiration of the **Permanent Total Disability Waiting Period**. The **Permanent Total Disability** benefit will be paid to the **Insured Person** in the event the **Named Insured** ceases active operations.

**Accidental Death Benefit**

If an **Insured Person** sustains **Accidental Death**, the **Company** will pay the **Named Insured** a lump sum equal to fifty percent (50%) of the unused portion, if any, of the **Maximum Endorsement Benefit** at the time of **Accidental Death**.

**End of Benefits**

No benefits will be provided by this endorsement after the **Maximum Endorsement Benefit** has been paid or for any periods of **Total Disability** after the **Maximum Benefit Period** has expired. Benefits will also end on the date the **Replacement Person** has ceased his employment with the **Named Insured** in such capacity.

**End of Coverage**

Coverage under this endorsement with respect to each **Insured Person** will end on the earliest of the following:

a) the date the **Insured Person** dies or is no longer employed by the **Named Insured** (except as provided for in the Section titled Accidental Death Benefit);

b) the date that there is a change of more than 50% ownership of the **Named Insured**;

c) the date the **Named Insured** ceases active operation (except as provided for in the Section titled Permanent Total Disability Benefit); or

d) the end of the **Policy Period**.

**5.10.3. EXCLUSIONS**

**General Exclusions**

The **Company** will not pay benefits for any **Total Disability** or **Accidental Death** that is:

a) due to an act of war, including an undeclared war;

b) due to normal pregnancy or childbirth (complications of pregnancy are covered);

c) for any period during which the **Insured Person** is incarcerated;

d) due to an **Injury** involving illegal activity by the **Insured Person**;

e) due to a **Mental Disorder and/or a Substance Abuse Disorder** unless the **Insured Person** is confined for 60 consecutive days in a State licensed mental health facility;

f) due to an self-inflicted **Injury** or attempted suicide;

g) due to a **Pre-existing Condition**;

h) due to operating, learning to operate, or serving as a pilot or crew member of any aircraft;

i) due to exposure to nuclear, chemical or biological weapons of mass destruction regardless of how these may be distributed or combined, and nuclear reaction, nuclear radiation or radioactive contamination.

**Additional Accidental Death Exclusions**

The **Company** will not pay benefits for any **Accidental Death** that is:

a) due to the **Insured Person’s** deliberate exposure to exceptional danger (except in an attempt to save human life);

b) the result of the **Insured Person’s** being under the influence of alcohol or illegal drugs;

c) due to the **Insured Person** riding or driving in any kind of race or endurance test.

**5.10.4. CONCURRENT DISABILITY**

If **Total Disability** is caused by one or more physical **Injury** or **Sickness**, the **Company** will pay benefits for only one **Total Disability**. The **Company** will not pay:

a) more than one benefit for any period of **Total Disability**; or

b) longer than the **Maximum Benefit Period** for any period of **Total Disability**; or

c) more than the **Maximum Endorsement Benefit** for any period of **Total Disability**.

**5.10.5. CONDITIONS**

(1) The **Named Insured** or an authorized representative must notify the **Company** in writing of a possible claim within 30 days of an **Accidental Death** or commencement of the **Insured Person’s Total Disability**, or as soon as is reasonably possible.

(2) The **Named insured** or an authorized representative must provide a written statement to the **Company** of the nature and extent of the **Injury** or **Sickness** or **Accidental Death** for which benefits are sought within 90 days of an **Accidental Death** or the commencement of the **Insured Person’s Total Disability**. In the event the **Insured Person** is legally incapacitated, the written statement must be providedwithin one year after the **Insured Person’s Total Disability** commences.

(3) A request for benefits shall give the **Company** the right of access to all personal medical records, tests and reports of the **Insured Person** as may be reasonably required to confirm the **Insured Person’s Total Disability**. Failure to provide access to the **Company** shall be deemed a waiver of right to benefits under this endorsement.

(4) A request for benefits due to **Accidental Death** shall give the **Company** the right of access to the **Insured Person’s** certified death certificate. Failure to provide access to the **Company** shall be deemed a waiver of right to benefits under this endorsement.

(5) If the **Insured Person’s Total Disability** is reasonably expected to continue, the **Company** may require periodic written proof as a condition to payingany benefits.

(6) The **Company** may, at its own expense and as often as it may reasonably require,have a **Doctor** of its choosing examine the **Insured** **Person** seeking benefits**.** A **Company** representative may personally interview the **Insured** **Person** as often as reasonably necessary as a condition of paying any benefits.

(7) If the **Total Disability** commences more than 24 months after the **Insured Person** first becomes continuously covered under this endorsement, the **Company** will not deny benefit for **Total Disability** on the basis of a **Pre-existing Condition**.

(8) No person may bring legal action against the **Company** under this endorsement earlier than 60 days after the date that written proof of **Total Disability** is provided to the **Company** ormore than 3 years after the date that written proof of **Total Disability** is required by this endorsement.

(9) Any payments made by the **Company** under this endorsement are in addition to the Limit of Liability in Item 4 of the Declarations and are not subject to any Deductible.

All Other Terms and Conditions Remain Unchanged.

 Issue Date: