



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
	12:01 a.m. on		

## NON-PROFIT ENTITY DIRECTOR LIABILITY ENDORSEMENT

It is agreed that:

1. **We** will pay on **your** behalf all **damages**, in excess of the deductible amount and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** committed a **wrongful act** in the performance of **non-profit services**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **damages**, and provided that:
  - a. such **wrongful act** was first committed by **you** on or after the Retroactive Date set forth in the Declarations, if any, but before the end of the **policy period**;
  - b. **you** did not give notice to a prior insurer of the **claim** or a **related claim**, or of the **wrongful act** giving rise to the **claim** or any **related wrongful act**;
  - c. **you** had no reasonable basis to believe you had committed a **wrongful act**;
  - d. with respect to **non-profit services** only, any insurance available under this policy to **you** while acting as a **non-profit entity director** shall be specifically excess of any insurance available from the **non-profit entity**; and
  - e. such **claim** is reported to **us** in writing in accordance with the **Notice of Claim** provision of this policy.

**We** will also pay **claim expenses** as set forth in the section entitled **Limits of Liability & Deductible**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **claim expenses**.

2. The section entitled **Definitions** is amended to add the following definitions:

**Non-profit entity** means any non-profit corporation, community chest, fund, foundation, or any other similar entity or institution that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986 and any amendments thereto.

**Non-profit entity director** means any of **you** who is a lawyer who is or who was serving as a director, officer or committee member of a **non-profit entity** with the express consent or at the request of the **named insured** at the time the **wrongful act** occurred.

**Non-profit services** mean those services and activities performed by a **non-profit entity director** in his or her capacity as such.

3. Solely with respect to **non-profit services**, the definition of **wrongful act** is deleted in its entirety and replaced by the following:

**Wrongful act** shall mean an act, error or omission in the performance of **non-profit services**.

4. The section entitled **Limits of Liability & Deductible** is amended to add the following at the end thereof:

**Limits of Liability – Non-Profit Entity Director Liability**

Notwithstanding any provision to the contrary contained in this policy, and solely as respects **claim** alleging a **wrongful act** in the performance of **non-profit services**:

Regardless of the number of **you** who are **non-profit entity directors**, the most **we** will pay for any one **claim** arising from **wrongful acts** in the performance of **non-profit services** shall be the lesser of either:

- (a) the actual amount of the each **claim** limit of liability under the **non-profit entity's** Directors and Officers Liability Insurance, or
- (b) fifty thousand dollars (\$50,000) each **claim**.

The amount paid pursuant to (a) or (b) above is included within and erodes the limits of liability set forth on the Declarations.

5. It is a condition precedent to the coverage afforded pursuant to this policy that:
  - a. the **non-profit entity** for which **you** are providing **non-profit services** will have, in full force and effect during the **policy period** or any **extended reporting period**, insurance coverage for Directors and Officers Liability; and
  - b. no more than ten percent (10%) of the **named insured's** annual gross revenues are derived directly or indirectly from **professional legal services** performed by any of **you** for the **non-profit entity**.

All other provisions of the Policy remain unchanged.