

ENDORSEMENT NO. [Endorsement number that is calculated when form fill-ins are entered]
COOPER AND MCCLOSKEY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on [Transaction Effective Date], forms part of

Policy No. [Formatted Policy Number]
Issued to [Account Name]
Issued by [Carrier name]

It is agreed that:

1. Section XII, Defense and Settlement, is amended by deleting paragraphs (A) and (B) and replacing them with the following:
 - (A) The Company shall have the right and duty to defend any **Claim** covered by this Policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The Company shall assign counsel to defend the **Insured**. It shall not be unreasonable for the Company to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim**, to withhold its consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
 - (B) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.
2. The Company will reimburse the **Insured** up to \$250 per day, up to a maximum aggregate limit of liability of [limit one (for multiple insuring agreements)] per **Claim** for all **Insureds** for actual loss of earnings for attendance at trial or court-ordered hearings, arbitration or mediation at the Company's request. The Retention shall not apply for payments made under this provision and any such payments will not reduce the limits of liability.
3. Section II Definitions is amended by deleting the definition of **Controlled Enterprise** and replacing it with the following:

Controlled Enterprise means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

 - (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
 - (2) such business enterprise is not a publicly traded entity and ten percent (10%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**; or
 - (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.
4. Section III Exclusions is amended by deleting Exclusion (8) in its entirety and replacing it with the following:

- (8) based upon, arising from, or in consequence of the service of any **Insured Person** in his or her capacity as a public official or as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm**;
5. The Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from or in consequence of the performance of, or failure to perform, **Professional Services** in connection with a trust or estate if an **Insured** is a beneficiary or distributee of such trust or estate.
6. Solely with respect to notice of **Wrongful Acts** which are not yet a **Claim** pursuant to Section X Reporting, subparagraph (2), if such notice is given to the Company within 30 days of such **Wrongful Act** occurring, the retention for a **Claim** subsequently arising from such **Wrongful Act** shall be fifty percent (50%) of the applicable retention set forth in Item 5 of the Declarations. With respect to all other **Claims** made under this Policy, Item 5 shall remain unchanged.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative