

**B.C. LAWYERS' COMPULSORY PROFESSIONAL LIABILITY INSURANCE
2005 RENEWAL ENDORSEMENT
ATTACHED TO AND FORMING PART OF POLICY NO. LPL 04-05-01**

INSURER:
THE LSBC CAPTIVE INSURANCE COMPANY LTD.

In consideration of the premium paid, it is hereby understood and agreed that the following amendment is made to this policy effective January 1, 2005:

1. The Policy Number is changed to LPL 05-01-01.
2. The following changes are made to the DECLARATIONS:
 2. **Policy Period** From January 1, 2005 to January 1, 2006 (12:01 A.M. standard time).
 3. Limits of Liability including **damages, claims expenses** and deductibles

PART A:	
(a) \$1,000,000	All claims arising out of an error .
(b) \$2,000,000	Annual Aggregate Limit.
PART B:	
(c) \$17,500,000	Profession-Wide Aggregate Limit.
3. In the bolded sentence at the end of the DECLARATIONS and before the DEFINITIONS, the words "**during the policy period set out in the Declarations**" are replaced with "**in 2005**".
4. The following changes are made to the EXCLUSIONS:

Exclusion 6.1 is amended by deleting "or to any **claim** that falls within Part B of this policy the payment of which would benefit, in whole or in part, directly or indirectly, the **Individual Insured**" after "provided that this Exclusion 6.1 does not apply to any benefit derived solely from the ownership of an **organization**".

Exclusion 6.2 is amended by replacing "provided that this Exclusion 6.2 applies only to exclude the **ineligible portion** of any payment resulting from any **claim** that falls within Part B of this policy" with "provided that with respect to any payment resulting from a **claim** that falls within Part B of this policy, this Exclusion 6.2 applies only to exclude the **ineligible portion** of such payment".

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5. The following changes are made to the CONDITIONS:

The title of Condition 1.2 is changed from “LIMIT OF LIABILITY PART A — AGGREGATE” to “LIMIT OF LIABILITY PART A — ANNUAL AGGREGATE LIMIT”.

Condition 1.2.1 is amended by deleting “The limit of liability stated in Declaration 3(b) is reduced by all sums paid on behalf of the **Individual Insured**, including all related **Additional Insureds**, for **damages, claims expense** and deductibles under B.C. Lawyers’ Compulsory Professional Liability Insurance Policy Number LPL 04-01-01.”

Condition 3.3 is changed to:

3.3 If we pay **damages** or **claims expenses** on behalf of you or any other **Insured** pursuant to Part B of this policy:

3.3.1 the **Individual Insured** will reimburse us for all such amounts; and

3.3.2 if any other **Insured** received a benefit from the **error**, that **Insured** will reimburse us for the portion of the **damages** paid that is commensurate with the amount of the benefit.

Condition 5.4 is amended by replacing “and excess” after “reinsurers” and before “insurers” with “, excess and Law Society”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Dated this 13th day of December, 2004.

The LSBC Captive Insurance Company Ltd.



Susan I. Forbes, Q.C., Secretary