

Endorsement #2 – PART C RETENTION ENDORSEMENT

ATTACHED TO AND FORMING PART OF POLICY NO. LPL 22-01-01 (the “**Policy**”)

This **Part C retention endorsement** only applies to coverage under Part C of the **Policy** for **individual Covered Parties** who have a **retained limit**. Words and phrases that appear in bold are defined in this **Part C retention endorsement** or in the **Policy**.

In consideration of the payment of the **indemnity fee**, it is understood and agreed that solely for the purposes of the coverage afforded by this **Part C retention endorsement**:

1. Part C coverage, limits of liability and deductible are deleted from Declaration 6 of the **Policy**.
2. The following definitions are added to the **Policy**:

Underlying insurance means the security and privacy policy arranged by the **Law Society** and **BCLIA** for BC law firms.

Retained limit means the available limits of **underlying insurance** and all limits of other coverage or recourse set out in Condition 9.3 of the **Policy**.

3. Indemnity Agreement C is deleted and replaced with:

We will pay on your behalf all sums that you become legally obligated to pay as **damages** above the **retained limit** because of any **claim** first made against you and reported to us during the **policy period** arising out of a Part C **error**.

4. The word “deductible” is deleted and replaced with “**retained limit**” in Part C s. 2.1.4(a), and Condition 2.3.
5. The words “and deductibles” are deleted, and the comma between “**damages**” and “**claims expenses**” is deleted and replaced with “and,” in Conditions 1.8.1, 1.9.1, 1.9.2, and 1.10.
6. The words “or **retained limit** for Part C” are added after the word “deductibles” or “deductible” in Conditions 1.14, 1.15, 2.4, 2.5, 2.6, 2.7, and 3.1.
7. “Declaration 6” is deleted and replaced with “Declaration 7” in the following: Part C s. 2.1.4(a), 2.4.4(a), Conditions 1.8.1, 1.9.1 (the first reference only), 1.9.2, 1.10, 1.12.1, 2.3, and 2.6.
8. The words “or Declaration 7 for Part C” are added after “Declaration 6” in the following: Conditions 1.14 and 2.6.

All other terms and conditions of the **Policy** remain unchanged.

