**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# This endorsement, effective 12:01 a.m.

# Forms a part of Policy No.:

## AMENDATORY ENDORSEMENT

## VERMONT

This endorsement modifies insurance provided under the following:

EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM (OCCURRENCE) EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE

This policy is amended as follows:

1. Throughout this policy the term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Vermont law.

**II.** Subparagraph **n.** of Paragraph **2. Exclusions – Coverage A** of **SECTION I – COVERAGES, Coverage A – Professional Liability** is deleted in its entirety.

III. SECTION IV – CONDITIONS is amended to include the following:

Statutory Liability

1. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.
2. We may, without the insured’s consent, continue litigation after a judgment has been rendered with respect to the insured’s legal liability under this policy for “damages” in a particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
3. Any legal action against us to recover for “damages” under this policy must be brought within one year after amount of “damages” is finally established. The amount of “damages” can be established only by:
4. Judicial judgment; or
5. An agreement between the parties involved with our written consent.
6. In the event of the insured’s bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:
7. The judgment was for “damages” covered by this policy; and
8. The suit is for “damages” in amounts no greater than the applicable limits of insurance of this policy.
9. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.

All other terms and conditions of the policy remain the same.

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Authorized Representative