ENDORSEMENT NO.

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

This endorsement, effective 12:01AM:       forms a part of

Policy no.:

Issued to:

By:

## VERMONT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS OCCURRENCE POLICY

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

I. Paragraph G. Pollution of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITSis deleted in its entirety.

II. Paragraph I. Asbestos of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its entirety.

III. Appeals is added to Section VII. CONDITIONS as follows:

Appeals

The Limits of Liability are waived if **we** appeal a judgment without **your** consent.

IV. Paragraph R. of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its entirety and replaced with the following:

R. Intoxicant

Any act while an Insured is under the influence of an illegal drug or intoxicant.

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

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

VI. Statutory Liability is added to Section VII. CONDITIONS as follows:

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 loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss 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.

## Authorized Representative