**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

## SOUTH DAKOTA

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY CLAIMS MADE

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY OCCURRENCE

This policy is amended as follows:

Paragraph **4**. **Legal Action Against Us** of **SECTION IV – CONDITIONS** is deleted in its entirety and replaced with the following:

**4, Legal Action Against Us**

No person or organization has a right under this Policy to join us as a party or otherwise bring us into a “suit” asking for damages from an insured.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

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

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Authorized Representative