

In consideration of the premium already charged, it is hereby understood and agreed that the following has been added to:

## **SECTION VI - EXTENDED REPORTING PERIOD**

### **3. WAIVER OF PREMIUM OF NON-PRACTICING EXTENDED REPORTING PERIOD**

#### **(a) Waiver Upon Death**

If an individual "Insured" judge dies during the "policy period", such "insured" shall be provided with a Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the "Policy Period", at no additional premium, until the executor or administrator of the estate of such individual

"Insured" judge is discharged, provided always that the death did not result from an intentionally self-inflicted injury, suicide or alcohol or drug abuse. Written notification and written proof of death of the "Insured" must be provided prior to the termination of the "policy period". Such Non-Practicing Extended Reporting Period shall extend the period for reporting "claims" first made against such "insured" after the termination of the "policy period" for any actual or alleged "damages" arising out of "legal services" occurring prior to the "insured's" date of death and otherwise covered by this "policy".

#### **(b) Waiver Upon Disability**

If an individual "Insured" judge becomes "Totally and Permanently Disabled" during the "Policy Period", such "Insured" shall be provided with a Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the "Policy Period", at no additional premium. It shall be a condition precedent to the Non-Practicing Extended Reporting Period that: (1) the disability did not result from intentionally self-inflicted injuries, or from attempted suicide, or from alcohol abuse or from drug abuse; (2) the "Named Insured" has had continuous coverage with the Insurer for at least three (3) consecutive prior full years; (3) the "Insured" or his or her legal guardian provides written notice of the disability to the Insurer prior to the termination of the "Policy Period"; and (4) the "Insured" or the "Insured's" legal guardian provides a physician's written certification of the disability, including the date it began. Such Non-Practicing Extended Reporting Period shall extend the period for reporting "claims" first made against such "Insured" after the termination of the "Policy Period" for any actual or alleged "Wrongful Act" occurring prior to the date the "Insured" is deemed "Totally and Permanently Disabled" and otherwise covered by this Policy.

#### **(c) Waiver for Continuous Coverage**

If an individual "Insured" judge retires or otherwise ceases judgeship during the "Policy Period", then such "Insured" has the right, upon notification to the Insurer, to elect an unlimited Non-Practicing Extended Reporting Period Endorsement, commencing after the termination of the "Policy Period", at no additional premium. A condition precedent to the Non-Practicing Extended Reporting Period shall be that the "Named Insured" has had continuous coverage with the Insurer for at least the last two (2) consecutive prior full years. The "Insured" must provide written notice of his or her request to elect the Non-Practicing Extended Reporting Period prior to the termination of the "Policy Period". Such Non-Practicing Extended Reporting Period shall extend the period for reporting "Claims" first made against such "Insured" after the termination of the "Policy Period" for any actual or alleged "Wrongful Act" occurring prior to the "Insured's" date of retirement or cessation of the private practice of law and otherwise covered by this Policy.

IV. Solely as respects the coverage afforded by this endorsement, the following definitions are added:

(a) "Totally and Permanently Disabled" means a medically determinable impairment of the mind or body

which wholly prevents an "Insured" from acting in scope as a judge, which such impairment is reasonably certain to continue throughout the lifetime of the "Insured" or to result in death.