



STATE OF NEW YORK
FIFTY PERCENT OFFSET CLAIMS EXPENSES ENDORSEMENT

THE ATTACHMENT OF THIS ENDORSEMENT TO YOUR POLICY MAKES IT A CLAIM EXPENSES WITHIN THE LIMITS POLICY.

ANY CLAIM EXPENSES SHALL BE APPLIED TO, AND ACT AS A REDUCTION OF, UP TO 50% OF THE LIMITS OF LIABILITY. THIS COULD THEN RESULT IN SUCH LIMIT OF LIABILITY BECOMING PARTIALLY EXHAUSTED BY THE PAYMENT OF CLAIM EXPENSES THUS REDUCING THE AMOUNT AVAILABLE TO PAY DAMAGES. PLEASE DISCUSS WITH YOUR AGENT.

1. It is agreed that Section I, INSURING AGREEMENT, Paragraph A and D are amended as follow:
 - A. The first sentence of Paragraph A, Coverage is amended to add the following words after the word "**damages**" and before the words "because of a **claim**"

"and **claim expenses** (to the extent **claim expenses** are permitted to be included within the limits of liability as set forth in this endorsement)"
 - B. The first sentence of Paragraph D, Exhaustion of Limits is amended to add the following words after the words "by payment of **damages**" and before the words:" after the **Company** has deposited the remaining available limits of liability":

"or **claim expenses** or by any combination thereof (to the extent **claim expenses** are permitted to be included within the limits of liability as set forth in this endorsement),"
2. Section II, LIMITS OF LIABILITY Paragraphs A, B, and D are deleted and replaced by the following:
 - A. Limit of liability - each **claim**

Subject to paragraph B. below, the limit of liability of the **Company** for **damages** and for **claim expenses** (to the extent **claim expenses** are permitted to be included within the limits of liability as set forth below) for each **claim** shall not exceed the amount stated in the Declarations for each **claim**.
 - B. Limit of liability - in the aggregate

The limit of liability of the **Company** for **damages** and for **claim expenses** (to the extent **claim expenses** are permitted to be included within the limits of liability as set forth below), for all **claims** shall not exceed the amount stated in the Declarations as the aggregate.

With respect to paragraphs A and B above, **claim expenses** are subject to and included in the limits of liability of this Policy, up to a maximum of 50% of such limits of liability. All **claim expenses** in excess of 50% of the limits of liability of this Policy are not subject to such limits of liability.
- D. Multiple **Insureds, claims** and claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** and **claim expenses** (to the extent **claim expenses** are permitted to be included within the limits of liability as set forth in this Endorsement) regardless of the number of **Insureds, claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company**, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** within the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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