

HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT
NEW YORK AMENDATORY CHANGE ENDORSEMENT

It is hereby agreed that the Claims-Made Coverage Part – G-121502-C is changed as follows:

Section **IV. Additional Definitions, “Totally and Permanently Disabled”** is deleted in its entirety and replaced as follows:

“**Permanently Disabled**” means that **you** have become so disabled, as a result of **injury** or disease, as to be wholly prevented from performing work or engaging in **your** profession for remuneration or profit.

Section **VII. Duties in the Event of a Claim**, sub-item A. s deleted in its entirety and replaced with the following:

- A. The **named insured** must notify us, or our program administrator, in writing, during the **policy period**, or within sixty days following the expiration of the policy, or any renewal **policy period**, of any:
1. **claim** made against **you** during the **policy period**; or
 2. notice, advice or threat, whether written or verbal, that any person or organization intends to hold **you** responsible for any alleged breach of duty or other act, error or omission.

Section **VIII., Extended Reporting Period**, is deleted in its entirety and replaced with the following:

A. **Termination**

If this policy is terminated for any reason other than failure to pay the premium or fraud and the policy has been in force for more than one year, **you** have the right to an **extended reporting period**.

Within 30 days after termination, we will advise **you** in writing of the 60 day automatic **extended reporting period** and the availability of, and the importance of purchasing additional **extended reporting period** coverage.

To use this right, **you** must:

1. write to us within the greater of 60 days of the termination of coverage, or 30 days from the date of mailing or delivery of the advice, telling us **you** want the additional **extended reporting period**; and
2. pay the premium to us promptly when due. The premiums will be based on the rates in effect at the time the policy was issued or last renewed. If there is any premium due on the policy, any monies received from **you** as payment for **extended reporting period** coverage shall first be applied to such premium owed for the policy.

Once in effect, **your** additional **extended reporting period** will be unlimited in duration.

Termination of coverage means the cancellation or non-renewal of a policy, or a decrease or change in coverage or amounts which is less favorable to **you**.

B. **Death, Disability or Retirement Extended Reporting Period**

1. If the **named insured** is a natural person, and during the **policy period**, the **named insured** dies, or becomes **permanently disabled**, we will provide this **extended reporting period** coverage at no additional premium. For instances of death or disability, **named insured** or **named insured’s** estate must:
 - a. provide written proof of the date of **named insured’s** death; or

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- b. provide written proof that the **named insured** is **permanently disabled**, including the date it happened, certified by **named insured's** attending physician; and
 - c. agree to submit to medical examination(s) by any physician(s) we designate, if requested.
2. We will provide this **extended reporting period** coverage at no additional premium, if the **named insured** is a natural person, and during the **policy period**, the **named insured retires**, and is either:
- a. 55 years of age or older and has been insured by us for at least five (5) years of claims-made coverage; or
 - b. has been insured by us for at least ten (10) years of claims-made coverage.
- C. Our limit of liability for all **claims** reported during the automatic **extended reporting period** shall be part of, and not in addition to, the limits of liability for the **policy period** as set forth on the **certificate of insurance**.

The provisions of the **extended claim reporting** coverage will not apply, except for the sixty day automatic **extended claim reporting period**, if the claims-made relationship has been less than one year and the policy has been terminated for non-payment of premium or fraud.

Limits of liability for the additional **extended claim reporting** coverage shall be at least equal to 100 percent of the policy's annual aggregate limit where a claims-made relationship has continued for three years or more.

If the claims-made relationship has continued for less than three years, the limit of liability for the additional **extended claim reporting period** shall be at least equal to the greater of:

- a. the amount of coverage remaining in such policy's annual aggregate liability limit; or
- b. 50 percent of such policy's annual aggregate liability limit.

If the **named insured** is a corporation, partnership or other entity and has been placed in receivership, liquidation or bankruptcy, or permanently ceases operations, then any individual qualifying as a **named insured** has the right to **extended reporting period** coverage issued in the name of the named insured entity. The request for such **extended claim reporting** coverage must be within 120 days of the termination of coverage.

If any individual qualifying as a **named insured** ceases affiliation with the Named Insured entity during a claims-made relationship and any **extended claim reporting period**, that individual shall continue to be covered under such policy and any **extended claim reporting period** after such affiliation has terminated for the covered acts or omissions occurring prior to termination of the affiliation.

D. Hospital

If **you** do not exercise **your** rights to have an **extended reporting period**, the hospitals whose facilities **you** have used, have the right to all provisions of this **extended reporting period** coverage for **claims** arising out of **your medical incidents**.

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE