

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

NEW YORK AMENDATORY CHANGE ENDORSEMENT

It is hereby agreed that General Liability Coverage Part G-121504-C is changed as follows:

SECTION II - DEFENSE AND SETTLEMENT is deleted and replaced with the following:

II. DEFENSE AND SETTLEMENT

We have the right and duty to defend any **claim**. We will:

- A. do this even if any of the charges of the **claim** are groundless, false or fraudulent; and
- B. investigate and settle any **claim** as we feel appropriate.

Our payment of the limit of liability ends our duty to defend and settle. If we conclude based on **claims** which have been reported to us that the limits of liability are likely to be used up in the payment of judgments or settlements, we will notify the first named insured, in writing as soon as practicable, to that effect. When the limit of liability as stated on the **Certificate of Insurance** has actually been used up in the payment of judgments or settlements, we will:

- 1. notify the named insured, in writing, as soon as practicable that the limit of liability has been exhausted and that our duty to defend has ended;
- 2. initiate and cooperate in the transfer of control to **you**, as appropriate, of all **claims** which were reported to us before the limit of liability was exhausted but remain open after the limit of liability has been depleted and our duty to defend has ended. **You** must cooperate in the transfer and control of said **claims**;
- 3. agree to take such steps, as appropriate and subject to the cooperation of **you**, or continue the defense of such **claims** until a transfer of control is complete.

In exchange, **you** agree to:

- 1. arrange for a defense of such **claims** within a time period agreeable to us, or in the absence of such agreement, as soon as practicable;
- 2. reimburse us for expenses incurred in taking the steps we deem appropriate in accordance with this section, which duty to reimburse shall begin on:
 - a. the date on which the applicable limit of liability is used up if notice was sent in accordance with this section; or
 - b. the date on which notice was received in accordance with this section.

The exhaustion of the limit of liability by the payment of judgments or settlements, and the resulting termination of our duty to defend in accordance with the policy terms shall not be affected by our failure to comply with any of the provisions of this section.

We have no duty to defend any **claims** not covered by this Coverage Part.

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The **medical incident** must happen on or after the effective date of the policy and before the end of the policy period as stated on the **certificate of insurance**.

Section IV. EXCLUSIONS, is amended by deleting Exclusion F. in its entirety and replacing it with the following:

F. **injury or damage** resulting from an **occurrence** which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties. We shall provide **you** with a defense of such **claim** unless or until such willful violation has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. In such case, we will pay only **claim expenses** related to such defense. Criminal proceedings are not covered under this Policy regardless of the allegations made against **you**;

Specimen

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.

<i>Must Be Completed</i>	
ENDT. NO. 1	POLICY NO.

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