



**HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY INSURANCE
GEORGIA AMENDATORY CHANGES ENDORSEMENT**

It is hereby agreed that Common Policy Conditions is amended as follows:

1. Section **VII., CONCEALMENT, MISREPRESENTATION, FRAUD** is deleted in its entirety and replaced with the following:

VII. CONCEALMENT, MISREPRESENTATION, FRAUD

This policy will be canceled in any case of fraud by **you** relating to it. It will also be canceled if **you** intentionally conceal or misrepresent a material fact or circumstance concerning:

- A. this policy;
- B. any covered property or **your** interest in the covered property; or
- C. this insurance.

2. Section **VIII., AVAILABILITY OF OTHER COVERAGE**, is deleted in its entirety and replaced with the following:

VIII. AVAILABILITY OF OTHER COVERAGE

This Policy is written as specific excess insurance over any insurance policy, self-insured retention, deductible, indemnification agreement, trust agreement, patient compensation fund or other fund or risk transfer arrangement of any sort ("other insurance") provided by a third party. If any "other insurance" is available to **you**, such "other insurance" must pay first. It is the intent of this policy to apply only to the amounts covered under this policy which exceed the available limit of any "other insurance" whether primary, contributory, excess, contingent, or otherwise.

When both this policy and any other valid and collectible insurance apply to the **claim** on the same basis whether primary, excess or contingent, we shall not be liable under this policy for greater proportion of the **claim** than stated in the following:

A. Contribution by Equal Shares

If all such other valid and collectible insurance provided for contribution by equal share, we shall not be liable for a greater proportion of such amount than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the **claim** is paid, and with respect to any amount of **claim** not so paid, the remaining amount of the **claim** until each insurer has paid its limit in full or the full amount of the **claim** is paid.

B. Contributions by Limits

If any such other insurance does not provide for contribution by equal share, we shall not be liable for a greater proportion of such **claim** than the applicable limit of liability under this policy for such **claim** bears to the total applicable limit of liability of all valid and collectible insurance against such **claim**.

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.