



**HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY INSURANCE
AVAILABILITY OF OTHER COVERAGE ENDORSEMENT
STATE PROVISIONS - ILLINOIS**

It is hereby agreed that Common Policy Conditions, **VIII.**, **AVAILABILITY OF OTHER COVERAGE**, is deleted in its entirety and replaced with the following:

VIII. AVAILABILITY OF OTHER COVERAGE

A. This is a primary policy. However, except as set forth in paragraph B., Other Affiliated Companies, below, 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 applicable to any amounts payable under this Policy. 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. As such, this Policy will not contribute with any such "other insurance".

B. Other Affiliated Companies

If any **claim** under this Policy is also covered by one or more policies issued by us or by any affiliated companies of CNA, then, solely with respect to such **claim**,

1. the limit of liability available for this Policy will be equal to the proportion that this Policy's limit of liability bears to the total combined limits of insurance available under all applicable policies; and
2. the total limit of liability available for such **claims** shall not exceed the greatest limit of insurance offered on any one applicable policy.

Payment of the greatest limit of insurance offered on any one applicable policy shall extinguish our liability on all policies for such **claim**.

Nothing contained within shall be construed to increase the limits of liability of this Policy.

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.