

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

NEW YORK AMENDATORY CHANGE ENDORSEMENT

It is hereby agreed that the Common Policy Conditions, under form G-121500-C (7/2001) are amended as follows:

VII. Concealment, Misrepresentation, Fraud is deleted and replaced by 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.

XI. Legal Action Limitation is deleted and replaced by the following:

XI. Legal Action Limitation

You or the **named insured** may not bring legal action against us concerning this policy until:

1. **you** and the **named insured** have fully complied with all the provisions of this policy;
2. the amount of **your** or the **named insured's** obligation to pay has been decided. Such amount can be set by judgment against **you** or the **named insured** or by written agreement between **you** or the **named insured**, us and the claimant.
3. If any judgment against **you** or the **named insured** or **your** or the **named insured's** legal representative
 - (1) by any person or their legal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the life of the policy; or
 - (2) by any person or their legal representative, or subrogee of a judgment creditor to enforce a right of contribution or indemnity; or
 - (3) by any assignee of a judgment obtained by any manner described in subsections (1) and (2) above

remains unsatisfied at the expiration of thirty (30) days from the serving notice of entry of judgment upon **you** or the **named insured** or **you** or the **named insured's** legal representative, and upon us, then an action may, except during a stay or limited stay of execution against **you** or the **named insured** on such judgment, be maintained against us under the terms of the policy for the amount of such judgment not to exceed the amount of the applicable limit of liability under the policy. Recovery is limited to the extent of the insurance afforded by this policy.

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No entity has the right under this policy to include us in any action against **you** or the **named insured** to determine **your** or the **named insured's** liability, nor will we be brought into such an action by **you** or the **named insured** or **your** or the **named insured's** representative.

If **you** or **your** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

Section XIV. RIGHT TO CLAIM INFORMATION is deleted in its entirety and replaced with the following:

XIV. RIGHT TO CLAIM INFORMATION

Upon the written request of the **named insured**, we will provide the **named insured** with the following information relating to this and any preceding policy we have issued to the **named insured** during the period of time that coverage has been provided by us:

- A. A list or other record of each **claim**, not previously reported to any other insurer, of which we were notified in accordance with these policy Conditions. We will include the date and brief description of the **claim** if that information was in the notice we received.
- B. A summary by policy year, of **claim** status and payments made, stated separately, for each Aggregate Limit of Liability shown on the **certificate of insurance**.

You must not disclose this information to any claimant or their representative without our written consent.

We compile **claim** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the **named insured**, we and our program administrator make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on **your** behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

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> | | <i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i> | |
|--------------------------|------------|--|----------------------------|
| ENDT. NO. | POLICY NO. | ISSUED TO | ENDORSEMENT EFFECTIVE DATE |
| 1 | | | |