



**ABUSE AND MOLESTATION CLAIM SUBLIMITS ENDORSEMENT
CLAIMS MADE AND REPORTED COVERAGE
(Sublimits Include Defense Costs and Damages)**

This endorsement modifies insurance provided under the:

**GENERAL TERMS AND CONDITIONS
PROFESSIONAL LIABILITY COVERAGE PART**

In consideration of the premium, solely with respect to the Professional Liability Coverage Part, the policy is amended as follows:

- I. The Professional Liability Abuse and Molestation Claim Sublimits of Liability, as set forth in the **COI**, are deleted and replaced by the following:

Abuse and Molestation Claim Each Claim Sublimit of Liability	\$ _____
Abuse and Molestation Claim Aggregate Sublimit of Liability	\$ _____
Abuse and Molestation Claim Retroactive Date	_____

Damages and **defense costs** are included within and reduce the Abuse and Molestation Claim Sublimits set forth above.

For purposes of the **abuse and molestation claim** coverage provided by this endorsement, the Abuse and Molestation Claim Retroactive Date scheduled above, will apply and will replace the Professional Liability **retroactive date** on the Coverage Part Declarations, if any.

- II. Solely with respect to an **abuse and molestation claim**, if coverage under the Professional Liability Coverage Part is provided on an "occurrence" basis, the following provisions will apply:

- A. The Professional Liability Coverage Part title is deleted and replaced with the following:

HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE PART (CLAIMS MADE AND REPORTED)

- B. The preamble is deleted and replaced with the following:

THIS COVERAGE PART PROVIDES CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD IN ACCORDANCE WITH THE PROVISIONS OF THIS POLICY

- C. The Insuring Agreement is deleted and replaced with the following:

I. INSURING AGREEMENT

We will pay on behalf of an **insured, damages** up to the applicable Limit of Liability as a result of an **abuse and molestation claim**:

- i. for a **wrongful act** that took place on or after the **retroactive date**;
- ii. first made against the **insured** and reported to us during the **policy period** or any applicable **extended reporting period**; and
- iii. that does not involve and is not the subject of **prior knowledge** or **prior notice**.



We will pay **defense costs** in connection with a covered **claim**. Such **defense costs** are included within and reduce the Abuse and Molestation Claim Sublimits.

D. The following definitions are added to Section III, Coverage Part Definitions:

Prior knowledge means any **wrongful** act that prior to the **policy period** any **insured** had or should have had a reasonable basis to believe such **wrongful act** could give rise to a **claim**.

Prior notice means any matter, fact, circumstance, situation, transaction, event or **wrongful act** that:

- i. has been the subject of any notice under any professional liability policy or comparable policy, coverage section or coverage part of which this policy is a direct or indirect renewal or replacement; or
- ii. was the subject of, or is related to, any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against any **insured** and of which that **insured** or the **named insured** had notice prior to the **policy period**.

III. Section III, Coverage Part Definitions of the Professional Liability Coverage Part, is amended to add the following:

Related abuse and molestation acts means all **abuse and molestation acts** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, events, advice or decisions.

Related abuse and molestation claims means all **claims** arising out of: (i) a single **abuse and molestation act**; or (ii) **related abuse and molestation acts**. All **related abuse and molestation claims** will be deemed a single **abuse and molestation claim**.

IV. Solely with respect to the coverage afforded by this endorsement, the Professional Liability Coverage Part is amended as follows:

A. The Abuse And Molestation exclusion, set forth in Section IV, Exclusions Applicable To The Professional Liability Coverage Part is deleted in its entirety and replaced with the following:

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

ABUSE AND MOLESTATION

based on, arising out of, or in any way involving, in whole or in part, any **abuse and molestation act** or **abuse and molestation claim** if established by: (i) a civil, criminal, administrative, licensing or regulatory final adjudication or binding arbitration; or (ii) legal admission by **such insured**; provided:

- (a) This exclusion will not apply to **defense costs** with respect to an **abuse and molestation claim**, or to **damages** we agree in our sole discretion to pay in the settlement or compromise of an **abuse and molestation claim**, up to the maximum amount of the applicable Abuse and Molestation Claim Sublimits of Liability.
- (b) In the event an **abuse and molestation act** is established against an **insured** by: (i) a civil, criminal, administrative, licensing or regulatory final adjudication or binding arbitration; or (ii) legal admission by such **insured**, then we will not provide any further **defense costs** or **damages** on behalf of such **insured** with respect to the **abuse and molestation claim**, or any other matter arising from such **abuse and molestation act**.

B. The following subsection is added to Section V, Coverage Part Limits of Liability And Related Claims:



Sublimited Coverage (Abuse and Molestation)

1. Subject to paragraph 2, below, the most we will pay for **defense costs** and **damages** for each **abuse and molestation claim** is the Abuse and Molestation Claim Each Claim Sublimit of Liability set forth above.
2. The most we will pay for all **defense costs** and **damages** for all **abuse and molestation claims** is the Abuse and Molestation Claim Aggregate Sublimit of Liability set forth above. The Abuse and Molestation Claim Aggregate Sublimit of Liability applies regardless of the number of **abuse and molestation claims**, **abuse and molestation acts**, **insureds**, parties or requests for coverage.
3. All **related abuse and molestation claims** will be deemed a single **abuse and molestation claim** first made on the date the first of such **related abuse and molestation claims** was first made or deemed made. The Abuse and Molestation Claim Each Claim Sublimit of Liability applicable to such **policy period** will apply to all **related abuse and molestation claims**.
4. The Abuse and Molestation Claim Sublimits of Liability set forth above are the exclusive Limits of Liability applicable to any and all **abuse and molestation claims**, and are included within, and are not in addition to, the Professional Liability Limits of Liability set forth in the **COI**.

V. Solely with respect to any **abuse and molestation claim**, Subsection B, Purchased Extended Reporting Period, set forth in Section VIII, Extended Reporting Period of the General Terms and Conditions, is deleted and replaced with the following:

B. Three (3) -Year Abuse and Molestation Claims Supplemental Extended Reporting Period - No Additional Premium

If this policy is terminated, cancelled, or non-renewed for any reason other than non-payment of premium or non-compliance with any of the terms and conditions of the policy, and the **named insured** has not obtained **replacement coverage** for **abuse and molestation claims** written on a Claims Made and Reported basis, the **named insured** will have an **extended reporting period** for a three (3) -year period for no additional premium, but only for **abuse and molestation claims** that are:

- i. first made during the **extended reporting period**;
- ii. reported to us according to this policy's notice and reporting requirements; and
- iii. arising **from abuse and molestation acts** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.

The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**.

This Three (3) -Year Abuse and Molestation Claims Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled and will run concurrently with the Automatic Limited Extended Reported Period described in paragraph A, above.

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.