

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT**

LOUISIANA AMENDATORY CHANGES ENDORSEMENT

1. It is hereby agreed that Common Policy Conditions, VII. CONCEALMENT, MISREPRESENTATION, FRAUD is deleted in its entirety and replaced with the following:

VII. CONCEALMENT, MISREPRESENTATION, FRAUD

This policy will be canceled and coverage will be denied in any case of fraud with intent to deceive by **you** as it relates to this policy. This policy will also be canceled and coverage will be denied 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. It is hereby agreed that Common Policy Conditions, X. TRANSFER OF RIGHTS OF RECOVERY is deleted in its entirety and replaced with the following:

X. TRANSFER OF RIGHTS OF RECOVERY

If any of **you** for whom we make payment under this policy have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. **You** must do everything necessary to secure our rights and must do nothing after **injury** or **damage** to impair them. However, our right to recover is subordinate to **your** right to be fully compensated.

3. It is hereby agreed that Common Policy Conditions, XI. LEGAL ACTION LIMITATION is deleted in its entirety and replaced with the following:

XI. LEGAL ACTION LIMITATION

A person or organization may bring a legal action against us including, but not limited to a legal action to recover on an agreed settlement or on a final judgment against **you**. We will not be liable for damages that are not payable under the terms of the policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, **you** and the claimant or the claimant's legal representative.

4. It is hereby agreed that Common Policy Conditions, 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 previous three years:

- 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.

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>		<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
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