



MEDIA EVENT EXPENSES SUPPLEMENTARY PAYMENTS ENDORSEMENT

- I. The **Professional Liability Coverage Part**, the section entitled COVERAGE EXTENSIONS, is amended to add the following:

MEDIA EXPENSES COVERAGE EXTENSION

A. Media Expenses Coverage Extension

We will pay **media expenses** incurred by the **Named Insured** as a result of an **adverse event**, up to the **Media Expense** Aggregate Limit of Insurance set forth on the **Certificate of Insurance** for all **Media Expenses** in the Aggregate regardless of the number of **you** or the number of **adverse events** provided that:

1. If this endorsement is attached to professional liability claims made coverage:
 - A. the act, error or omission that is the subject of the **adverse event** happened on or after the Prior Acts Date shown in the **Certificate of Insurance** and prior to the termination of the policy; and
 - B. such **adverse event** first occurred during the **policy period**.
2. If this endorsement is attached to professional liability occurrence coverage, the act, error or omission that is the subject of the **adverse event** happened during the **policy period**; and
3. With respect to claims made or occurrence coverage:
 - A. prior to the effective date of this Policy:
 1. none of **you** knew or should have known of such **adverse event** or a **potential adverse event**;
 2. none of **you** had given notice to a prior insurer of any **related adverse events**;
 - B. such **adverse event** is reported to Us in writing within 60 days of **your** receipt of notice of such **adverse event**; and
 - C. all **media expenses** are incurred within six (6) months following **your** discovery of such **adverse event**.

Any **media expenses** paid by Us pursuant to this endorsement shall be in addition to the Limits of Insurance.

For the purpose of coverage under this endorsement, an **adverse event** will be deemed to have first occurred at the earliest of the following times when any of **you** first receive notice of negative media attention arising out of a **claim**, criminal investigation, complaint, indictment, administrative proceeding or investigation made or brought against **you** or against someone for whose **professional services you** are legally responsible.

- II. The **Professional Liability Coverage Part**, the section entitled ADDITIONAL DEFINITIONS, is amended to add the following terms:

Adverse event means negative media attention arising out of a **claim**, criminal investigation, complaint, indictment, administrative proceeding or investigation made or brought against **you** or someone for whose **professional services you** are legally responsible related to or arising out of the rendering of **professional services**.



Media expenses means the reasonable and necessary charges and fees incurred by the **Named Insured** and consented to by Us to address or manage an **adverse event** including fees of third party legal or public relations consultants with regard to addressing adverse publicity or media attention, including preparation of statements, press releases, and interviews but solely to the extent that such consultants are specifically retained or hired by the **Named Insured** to manage or address the **adverse event**. **Media expenses** shall not include:

- A. any amounts incurred with respect to **your** defense against a criminal investigation, complaint or indictment, or with respect to your defense of any civil complaint or **claim** or administrative proceeding, investigation or complaint, including any alleged violation of the Health Insurance Portability and Accountability Act, HIPAA, or other patient privacy laws, statutes, or regulations;
- B. any damages, fines, violations or penalties **you** are legally obligated to pay as a result of an **adverse event**;
- C. compensation, fees, benefits, overhead, charges or expenses of any of **you**;
- D. any **claim expenses**, expense or supplementary payments, including attorney's fees which are covered pursuant to any other provision of this policy, including attorney's fees of defense counsel retained to defend any **claim** under this policy.

Potential adverse event means an act, error or omission in the rendering of **professional services** that any of **you** have reason to believe would give rise to an **adverse event**.

Related adverse events means **adverse events** arising out of a single act, error or omission or arising out of **related acts, errors or omissions** in the rendering of **professional services**.

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.