

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT**

AMENDATORY ENDORSEMENT - ARKANSAS

In consideration of the premium paid, it is agreed that the **PROFESSIONAL LIABILITY COVERAGE PART** is amended as follows:

1. **Section VIII. EXTENDED REPORTING PERIOD COVERAGE**, paragraph A. Automatic & Optional **Extended Reporting Period** is deleted in its entirety and replaced with the following:

If this policy is cancelled or non-renewed, by either us or by the **named insured**, then the **named insured** shall have the right to an **extended reporting period** as follows:

A. Automatic & Optional **Extended Reporting Period**

1. If coverage is terminated for any reason, we will provide to the **named insured**, at no additional premium, an automatic **extended reporting period**, for the purpose of reporting a **claim**, which begins at the termination of the **policy period**. This automatic **extended reporting period** will terminate after sixty (60) days.

We will advise the **named insured** in writing, no earlier than the day of notification of termination of coverage nor later than the expiration of the automatic **extended reporting period** of the availability of, the premium for, and the importance of purchasing an optional **extended reporting period**.

To exercise this right to purchase an optional **extended reporting period**, the **named insured** must:

- a. write to us within sixty (60) days of the termination of coverage to accept the optional **extended reporting period**; and
- b. pay the premium to us promptly when due.

Then, the period of time allowed by the policy for the reporting of **claims** to us shall be extended in accordance with the rules, rates and rating plans in effect for us.

The premium will be developed from the rules, rates and rating plans in effect at the inception of the last **policy period**. Once paid, the premium for this option is non-refundable and considered fully earned.

The right to purchase an optional **extended reporting period** shall not extend to any of those defined under Subsection 3. of the Definition of "**You**" or "**Your**".

The optional **extended reporting period** will not take effect until the premium owing for this policy is paid in full and the premium for the optional **extended reporting period** is paid promptly when due.

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2. Such extension for the reporting of **claims** shall not apply to:
 - a. any pending **claims** or proceedings; or
 - b. any paid **claims**; or
 - c. **professional services** rendered after the termination of this policy; or
 - d. any errors, acts, omissions or **medical incidents** that are covered under any subsequent insurance **you** purchase, or that would be covered but for exhaustion of the limit of liability, applicable to such errors, acts, omissions or **medical incidents**.

3. The first sixty (60) days of the optional extended reporting period, if it is purchased, shall run concurrently with the automatic **extended reporting period**.

2. **Section VIII. EXTENDED REPORTING PERIOD COVERAGE**, paragraph C. is deleted in its entirety and replaced with the following:

Our limit of liability for all **claims** reported during the optional **extended reporting period** shall be the limit of liability that remain at the effective date of termination of coverage or fifty percent (50%) of the aggregate limit of liability at inception of the **policy period**, as set forth on the **certificate of insurance**, whichever is greater. The **extended reporting period** does not extend the **policy period** or change the scope of coverage provided.

3. **Section VIII. EXTENDED REPORTING PERIOD COVERAGE**, paragraph D. is deleted in its entirety.

4. **Section IV. ADDITIONAL DEFINITIONS**, is amended by adding the following:

Prior Acts date means the date stated on the **Certificate of Insurance** that is either:

- A. a date concurrent with the effective date of the policy; or
- B. a particular date other than the effective date of the policy upon which we and the **named insured** agree that policy coverage will be applicable.

A **Prior Acts date** cannot be advanced without written consent of the **named insured** that **named insured** has been advised of **named insured's** right to purchase an optional **extended reporting period**.

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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