

To be attached to policy number:

## **CLAIM EXPENSES IN ADDITION TO THE LIMITS OF LIABILITY**

**This Endorsement changes the Policy.**

The Policy is amended as follows:

Section III, Limits of Liability, E, is deleted in its entirety and replaced with the following:

- E. **Claim expenses** incurred by the Company are in addition to the Limits of Liability, less any Deductible amount. **Claim expenses** do not decrease the Limits of Liability.

To be attached to policy number:

**DEDUCTIBLE: INDEMNITY ONLY**

**This Endorsement changes the Policy.**

The Policy is amended as follows:

Section IV, Deductible, A, is deleted in its entirety and replaced with the following:

- A. The Deductible amount stated in the Declarations at the time the **claim** is first made and reported shall be paid by the **named insured** and shall be applicable to each **claim** and shall apply only to damages.

To be attached to policy number:

**DEDUCTIBLE: NON-ERODING**

**This Endorsement changes the Policy.**

The Policy is amended as follows:

Section IV, Deductible, B, is deleted in its entirety and replaced with the following:

- B. The Deductible amount is in addition to the amount shown in the Declarations as Limits of Liability. The Deductible does not reduce the Company's Limits of Liability amount that can be paid under this Policy.

To be attached to policy number:

## CONSENT TO SETTLE

**This Endorsement changes the Policy.**

The Policy is amended as follows:

Section VIII, Settlement, Item A is deleted in its entirety and replaced with the following:

- A. The Company may investigate **claims** and solicit offers to settle any **claim** at its sole discretion, as it deems appropriate. However, the first natural person named in the Declarations under **named insured** retains the final right of approval or rejection of any settlement offer.

To be attached to policy number:

### INCIDENT SENSITIVE COVERAGE TRIGGER

**This Endorsement changes the Policy.**

The Policy is amended as follows:

Section X, Item A is deleted in its entirety and replaced with the following:

A. **Claim** means both:

1. A written demand received by any Insured for damages or services, including the service of suit or institution of arbitration proceedings against any Insured arising out of **professional services**; and
2. A medical incident that results in bodily injury, is related to the **named insureds'** profession, and that the first natural person named as **named insured** in the Declarations reasonably believes may result in a demand for damages or services.

To be attached to policy number:

## **EXTENDED REPORTING PERIOD: ADDITIONAL PROVISIONS**

### **This Endorsement changes the Policy.**

The Policy is amended as follows:

Section XI, Extended Reporting Period, A, is deleted in its entirety and replaced with the following:

#### **A. An optional **extended reporting period**:**

1. Of 12 months is available in the event the Company changes a Policy retroactive date to a date later in time or of cancellation or non-renewal of this Policy by the **named insured** or the Company for any reason other than:
  - a. Flat cancellation by the Company effective at policy inception for nonpayment of Premium;
  - b. Cancellation by the Company effective midterm for nonpayment of any Premium;
  - c. Failure to comply with policy provisions;
  - d. Nonpayment of the Deductible;
  - e. Failure to cooperate with the Company; or
  - f. Fraud, concealment or material misrepresentation of facts in the Application or Renewal Application for this Policy or any renewal policy for this insurance.
2. Of unlimited time is available in the event that during the Policy period:
  - a. The **named insured** dies;
  - b. The **named insured** suffers permanent and total disability such that the **named insured** is no longer able to practice medicine for remuneration in any form; or
  - c. The **named insured** permanently retires from the practice of medicine at age 55 or older after 5 years of continuous coverage by the Company.
3. Of 36 or 60 months is available at the sole discretion of the Company.

Section XI, Extended Reporting Period, B, is deleted in its entirety and replaced with the following:

#### **B. The Premium for the **extended reporting period**, pursuant to:**

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1. Section XI, Extended Reporting Period, A, 1, shall be the percentage of the total premium as set forth in the Declarations.
  2. Section XI, Extended Reporting Period, A, 2, shall be non existent.
  3. Section XI, Extended Reporting Period, A, 3, shall be at the discretion of the Company.
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Section XI, Extended Reporting Period, C, is deleted in its entirety and replaced with the following:

- C. Any **extended reporting period** provided by this Policy applies only to **claims** first made against any Insured during the amount of time stated for the **extended reporting period** following immediately upon the effective date of such cancellation or non-renewal, but only for **professional services** rendered subsequent to the retroactive date and prior to the effective date of such cancellation or non-renewal, and which are otherwise covered by this Policy.

Coverage issued under any of the three conditions stated in Section XI, Extended Reporting Period, A, 2, shall remain active until 3 years after the death of the first natural person named as **named insured** in the Declarations or until the **named insured** resumes the practice of medicine for remuneration. The Company may require written verification of any or all of the three conditions before issuing the extended reporting endorsement coverage.

This Endorsement does not change the extended reporting endorsement coverage that is available upon cancellation or nonrenewal of the Policy for reasons other than death, disability, or retirement as described in Section XI, Extended Reporting Period, A, of this Policy.