**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# This endorsement, effective 12:01 a.m.

# Forms a part of Policy No.:

## EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT

## VERMONT

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE

EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE

This policy is amended as follows:

**SECTION V – EXTENDED REPORTING PERIODS** is deleted in its entirety and replaced with the following:

We will provide an Extended Reporting Period, as described below, if this policy is canceled or not renewed for any reason, other than nonpayment of premium or the Deductible, noncompliance with any terms or condition of this policy, or fraud or material misrepresentation. This provision does not apply if you obtain replacement coverage as of the effective date of cancellation or non-renewal.

1.  Extended Reporting Periods do not extend the “policy period” or change the scope of coverage provided.  They provide for a specified period of time, unless the Unlimited Option is selected, after the expiration or cancellation date in which the coverage provided by this policy will continue to apply to claims first made against an insured for “damages” because of a “professional incident” that occurred before the end of the “policy period”, but not before the Retroactive Date, if any, shown in the Schedule.

2. Once in effect, Extended Reporting Periods may not be cancelled**.**

3.  This Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to claims.

4.  In the event similar insurance is in force covering claims first made during an Extended Reporting Period, coverage provided by this Policy shall be excess over any part of any other valid and collectible insurance available to the insured, whether primary, excess, contingent or any other basis, whose policy period begins or continues after our “policy period” ends.

5.  **Automatic Extended Reporting Period**

An Extended Reporting Period is automatically provided without additional premium charge.

This period starts with the end of the “policy period” and lasts for sixty (60) days with respect to claims first made against an insured for “damages” because of a “professional incident” that occurred before the end of the “policy period”, but not before the Retroactive Date, if any, shown in the Schedule. This automatic Extended Reporting Period of sixty (60) days shall be included within the Optional Extended Reporting Period if such is purchased.

The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

6.   **Optional Extended Reporting Period**

You shall have the right, upon payment of the additional premium described below, to elect an optional Extended Reporting Period described below with respect to claims first made against an insured for “damages” because of a “professional incident” that occurred before the end of the “policy period”, but not before the Retroactive Date, if any, shown in the Schedule and not previously reported to us.

Your right to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us not later than sixty (60) days after the cancellation or non-renewal date of this policy. Effective notice must include payment of the additional premium. Such Extended Reporting Period will be effective by endorsement issued by us.  If such premium is not received by us within sixty (60) days, then you shall not, at a later date, be entitled to purchase the Optional Extended Reporting Period.

At the commencement of any Optional Extended Reporting Period, the entire additional premium shall be deemed fully earned by us.

The Limits of Insurance for the Optional Extended Reporting Period shall be equal to 100% of the Limits of Insurance applicable to the “policy period”. The Limits of Insurance for such Extended Reporting Period are in addition to and are not part of the Limits of Insurance for the “policy period” shown in the Schedule.

Three Optional Extended Reporting Periods are available for purchase and the selected Optional Extended Reporting Period shall be endorsed onto the policy.

The additional premium charge for each available Optional Extended Reporting Period is:

One Year Extended Reporting Period      -           100% of the original annual premium

Three Year Extended Reporting Period    -           150% of the original annual premium

Unlimited Extended Reporting Period       -           200% of the original annual premium

All other terms and conditions of the policy remain the same.

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Authorized Representative