**ENDORSEMENT**

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

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

# Forms a part of Policy No.:

## AMENDATORY ENDORSEMENT

## MINNESOTA

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM (OCCURRENCE)

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE

# EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM (OCCURRENCE) EDUCATIONAL ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE

1. Paragraph **5. of SUPPLEMENTARY PAYMENTS** is deleted in its entirety and replaced with the following:

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay.

We will pay pre-judgment interest even if the applicable limits of insurance are used up in the payment of judgments or settlements.

1. Paragraph **1.** **Bankruptcy** of **SECTION IV -**  **CONDITIONS** is deleted in its entirety and replaced with the following:

**1.** **Bankruptcy**

Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this Policy, and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against the company to the same extent that the insured would have, had the insured paid the final judgment.

1. Paragraph **3. Other Duties in the Event of Professional Incident, Claim or Suit** of **SECTION IV – CONDITIONS** is amended to include the following:

Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us. The requirement to notify us or our authorized agent may be satisfied by any means of communication.

1. Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – CONDITIONS** is amended to include the following:

Our rights do not apply against any person or organization insured, under this or any Policy we issue, with respect to the same ”professional incident.”

1. Paragraph **12. Notice of Injury** of **SECTION IV – CONDITIONS** is deleted in its entirety and replaced with the following:

12. **Notice Of Injury.**

We will not deny coverage if you have provided prompt notice to your workers compensation insurer, but did not provide prompt notice to our agent or us, to report an injury, provided:

a. You did not intend to keep that information from us; and

b. You did give our agent or us notice as soon as practicable after you became aware that this Coverage Part may apply to such injury.

We will not deny coverage solely because your agent, employee, "contract worker", volunteer or student (other than a director, "executive officer", manager or partner) fails to notify us of a "professional incident" which may result in a claim or "suit."

1. Paragraph **17. Examination Of Your Books And Records** of **SECTION IV – CONDITIONS** is deleted in its entirety and replaced with the following:

We may examine and audit your books and records as they related to this policy at any time during the “policy period” and up to one year afterward.

1. **SECTION IV -** . **CONDITIONS** is amended to include the following additional condition:

We agree to pay “damages” in accordance with Minn. Stat. § 72A.201,subd 5 paragraph (5) within five business days from the receipt of the agreement on the amount by the insurer or from the date of the performance by the claimant of any conditions set forth by such agreement, whichever is later.

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

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Authorized Representative