**ENDORSEMENT**

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

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

# Forms a part of Policy No.:

CLAIMS-MADE AMENDATORY ENDORSEMENT

**VIRGINIA**

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:

1. The Claims-made Notice on the Schedule of this Coverage Form is deleted in its entirety and replaced with the following:

You have purchased a claims-made liability insurance policy. Please read this policy carefully to understand your coverage. There are certain circumstances in which you must be provided the opportunity to purchase an extended reporting period for reporting claims. These are explained in your policy. If you have any questions regarding the cost of an extended reporting period or the available options under the extended reporting period, please contact your insurance company or your insurance agent.

1. **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, due to “Termination of Coverage” for any reason, other than cancellation for 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 “Termination of Coverage”.

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 “Termination of Coverage” 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 effective date of “Termination of Coverage”, 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 effective date of the “Termination of Coverage” 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 effective date of the “Termination of Coverage”, 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 Limits of Insurance for the Automatic Extended Reporting Period shall be a part of, and not in addition to, the Limits of Insurance shown in Schedule of this Coverage Form.

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 effective date of the “Termination of Coverage”, 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 effective date of the “Termination of Coverage”. 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.

The Limits of Insurance for the Optional Extended Reporting Period shall be unimpaired and 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” as set forth in the Schedule.

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

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 “full annual premium”

Three Year Extended Reporting Period    -           150% of the “full annual premium”

Unlimited Extended Reporting Period       -           200% of the “full annual premium”

III. **SECTION VI – DEFINITIONS** is amended to include the following additional definitions:

“Full Annual Premium” means the premium level in effect immediately prior to “Termination of Coverage”.

“Termination of Coverage” means:

* + 1. cancellation of this policy;
    2. non-renewal of this policy;
    3. advancement of any retroactive date;
    4. renewal on other than claims-made basis; or
    5. exclusion of existing coverage from the policy when the policy remains in effect or is renewed.

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

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Authorized Representative