**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

## LOUISIANA

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY OCCURRENCE

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY CLAIMS MADE

This policy is amended as follows:

1. Subparagraph **d.(2)** of Paragraph **1. Insuring Agreements** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

**(2)** We will have the right and duty to defend the insured against any “claim” to which this insurance applies, even if such “claim” is groundless, false or fraudulent.

1. Subparagraph i. **Pollutants** ofParagraph 2. **Exclusions** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

This insurance does not apply to:

**i**. **Pollutants**

any loss, cost or expense arising out of any:

**(1)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

**(2)** Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

**III.** Paragraph **1. Representations** of **SECTION IV – CONDITIONS** is amended to include the following:

The Insured’s representations shall not be deemed material and misrepresentations will not void the policy or defeat coverage unless: (1) the statement in the Applications is false (2) and it was made with the intent to deceive (3) and it is material to the risk. Fraud or misrepresentation with the intent to deceive made after the policy is bound is grounds to deny coverage and is reason for cancellation, but we shall supply coverage for legitimate “claims” until cancellation is effective.

IV. Paragraph 4. Legal Action Against Us of SECTION IV - CONDITIONS is deleted in its entirety and replaced with the following:

Legal Action Against Us

A person or organization may bring a “suit” against us including, but not limited to, a “suit” to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant’s legal representative.

V. Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of SECTION IV CONDITIONS is deleted in its entirety and replaced with the following:

**Transfer Of Rights Of Recovery Against Others To Us**

In the event of any payment under this Policy, we will be entitled to the Insured’s rights of recovery against any person or organization, and the Insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the Insured’s right to be fully compensated.

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

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Authorized Representative