ENDORSEMENT NO.

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

This endorsement, effective 12:01AM:

Forms a part of Policy no.:

## NEW YORK AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY (CLAIMS-MADE)

1. The Important Notice on the front page of the Policy is deleted in its entirety and replaced with the following:

**NOTICE: THIS IS A CLAIMS MADE POLICY. THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.**

1. Subparagraph **(4)** of Subparagraph **d. Defense and Claims Expenses** of Paragraph **1. Insuring Agreements** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

**(4)** We shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any “claim” after the applicable Limit of Insurance shown in Item 3. of the Declarations has been exhausted by the payment of “damages”. However, we will pay for post-judgment interest after such applicable Limit of Insurance has been exhausted.

**III.** Paragraph **a. Errors and Omissions Coverage** of **SECTION** **I - HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as “damages” because of a “claim” first made against the insured during the “policy period” or extended reporting period, if applicable, by reason of a “wrongful act” by the insured or by any other person or entity for whom the insured is legally liable, and to which this insurance applies. The “wrongful act(s) or related “wrongful acts” must have commenced to occur on or after the “retroactive date”, but prior to the end of the “policy period”.

We shall not be obligated to pay any “damages” after the applicable Limit of Insurance described in **SECTION III. LIMITS OF INSURANCE AND DEDUCTIBLE** has been exhausted by payment of “damages”.

1. Subparagraph **e**. **Dishonest, Fraudulent, Criminal Or Malicious Acts** of Paragraph **2**. **Exclusions** of **SECTION** **I - HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:
2. Any loss, cost, damage, or expense caused by, arising out of, or resulting, directly or indirectly, in whole or in part from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which you are not legally entitled.

In determining the applicability of Exclusion **e**., the facts pertaining to, the knowledge possessed by, or any “wrongful act” committed by, any insuredshall not be imputed to any other insured.

1. The next to last paragraph of Subparagraph **k**. **Rendering of or Failure to Render Professional Services By Certain Individuals** of Paragraph **2**. **Exclusions** of **SECTION** **I - HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

However, this exclusion does not apply to: (1) a psychiatrist employed by you, but only for such psychiatrist’s “wrongful acts” which occur within the scope of his or her employment by you, or (2) a psychiatrist under written contract with you, but only for such psychiatrist’s “wrongful acts” which occur while performing duties related to the conduct of your business. In addition, coverage provided herein shall be excess of any other valid and collectible insurance to such psychiatrist, whether provided on a primary, excess, contingent or any other basis.

**VI**. Paragraph **3. COVERAGE EXTENSION** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety.

1. Paragraph **2**. **Bankruptcy/Insolvency** of **SECTION IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**2.** **Bankruptcy/Insolvency**

The insolvency or bankruptcy of the Insured or of the insured’s estate shall not relieve the Insurer of its obligations under this policy as long as all policy requirements are met by Insured, its trustee or receiver in bankruptcy. Should a covered judgment be rendered against an insolvent or bankrupt Insured, we shall be liable for the amount of such judgment not to exceed the applicable limit of liability under this policy.

1. Subparagraph **a.** of Paragraph **3. Duties in the Event of a Wrongful Act, Claim or Suit** of **SECTION** **IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**a.** The Insured, as a condition precedent to our obligations under this Policy, shall give written notice to us of any “claim” made against the Insured, as soon as practicable during the “policy period” or extended reporting period, if applicable.

The Insured shall immediately forward to us, at the address shown in Item 8. of the Declarations, every demand, notice, summons, or other process or pleadings received by the Insured or its representatives.

1. Paragraph **3**. **Duties in the Event of a Wrongful Act, Claim or Suit** of **SECTION** **IV - CONDITIONS** is amended to include the following additional subparagraphs:
2. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any of our agents in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**2**. Failure to give us notice as required under this Policy shall not invalidate any “claim” made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no “claim” made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

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

**4. Legal Action Against Us**

**a.** Except as provided in Subparagraph b., no one may bring an action against us unless there has been full compliance with all the terms of this policy and the amount of the Insured’s obligation to pay has been finally determined either by:

1. judgment against the Insured which remains unsatisfied at the expiration of thirty (30) days from the service of notice of entry of the judgment upon the Insured and upon us; or
2. written agreement of the Insured, the claimant and us.

Any person or organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. We may not be impleaded by the Insured or its legal representative in any legal action brought against the Insured by any person or organization.

**b.** With respect to claims arising from a “wrongful act”, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

* + 1. Brings an action to declare the rights of the parties under the policy; and
    2. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

1. Paragraph **6. Other Insurance** of **SECTION** **IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**6. Other Insurance**

The insurance provided under this Policy shall be primary, unless this policy is written specifically to be excess over other valid and collectible insurance. Our obligations are not affected unless any of the other valid and collectible insurance is also primary. Then, we will contribute by limits, with each insurer’s share being based on the ratio of its applicable limits of liability to the total applicable limits of liability of all insurers.

**XII.** Paragraph 16. Two Or More Coverage Parts Or Policies Issued By Us of SECTION IV - CONDITIONS is deleted in its entirety.

### SECTION IV – CONDITIONS is amended to include the following additional condition:

### Transfer of Duties When a Limit of Insurance is Used Up

1. If we conclude that, based on “wrongful acts”, “claims” or “suits” which have been reported to us and to which this insurance may apply, a limit of liability shown in the Declarations is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
2. When a limit of insurance described in paragraph 1. above has actually been used up in the payment of judgments or settlements:
3. We will notify the first Named Insured, in writing, as soon as practicable, that:
4. Such a limit has actually been used up; and
5. Our duty to defend “claims” or “suits” seeking “damages” subject to that limit has also ended.
6. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all “claims” and “suits” seeking “damages” which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said “claims” and “suits”.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “claims” or “suits” until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any “claim” or “suit” seeking “damages” that would have been subject to that limit, had it not been used up, if the “claim” or “suit” is reported to us after that limit of insurance has been used up.

**c.** The first Named Insured, and any other insured involved in a “claim” or “suit” seeking “damages” subject to that limit, must arrange for the defense of such “claim” or “suit” within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such “claim” or “suit” must be made as soon as practicable.

1. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph 2.b. above.

The duty of the first Named Insured to reimburse us will begin on:

1. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph 1. above; or
2. The date on which we sent notice in accordance with paragraph 2.a. above, if we did not send notice in accordance with paragraph 1. above.

**4.** The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

1. **SECTION V. EXTENDED REPORTING PERIODS** is deleted in its entirety and replaced with the following:
2. **Automatic Extended Reporting Period**

Coverage as provided under this Policy shall automatically continue for a period of sixty (60) days following the effective date of such “termination of coverage” solely with respect to the coverage terminated hereunder, at no additional premium (the “Automatic Extended Reporting Period”), but only for a “claim” first made against the Insured during the Automatic Extended Reporting Period and only with respect to “claims” for “wrongful acts”committed before the effective date of such “termination of coverage” and subsequent to the “retroactive date”.

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 Item **3**. of the Declarations.

**2. Optional Extended Reporting Period**

**a.** You shall have the right, upon payment of the additional premium set forth in the table below to an extension of the coverage provided under this Policy following the effective date of such “termination of coverage”, solely with respect to the coverage terminated hereunder, but only for a “claim” first made against the “insured” during the Optional Extended Reporting Period and only with respect to “claims”for“wrongful acts”committed beforethe effective date of such “termination of coverage” and subsequent to the “retroactive date”.

**b.** Not later than thirty (30) days after the “termination of coverage”**,** weshall mail or deliver to theinsureda written advice containing: (1) notice of the Automatic Extended Reporting Period; (2) the availability and importance of purchasing the Optional Extended Reporting Period coverage; (3) the amount of the required additional premium for the Optional Extended Reporting Period coverage; however, if this policy is cancelled by usdue to non-payment of premium or fraud on the part of theinsured, thenthewe shall not be required to provide such a premium quotation unless it has been requested by you**.**

c.To obtain an Optional Extended Reporting Period Endorsement you shall submit written acceptance within sixty (60) days after the “termination of coverage” or thirty (30) days from the date of mailing or delivery of the written advice required by subparagraph b. above. If you do so, the premium shall be fully earned and the Optional Extended Reporting Period Endorsement can not be canceled. If we do not receive the written request and payment within sixty (60) days after the ”termination of coverage”, youmay not exercise this option at a later date.

**d.** If coverage is terminated by us because of non-payment of premium or fraud on the part of the insured, and at the effective date of such cancellation of coverage a “claims-made relationship” has continued for less than one (1) year, there shall be no right to elect and purchase an Optional Extended Reporting Period.

**e.** If this policy is issued to a corporation, partnership, or other entity, this policy shall provide an Optional Extended Reporting Period coverage upon “termination of coverage”to any person covered under the policy as respects only himself or herself, if: (1) you have been placed in liquidation or bankruptcy or permanently ceases operation; (2) you or your designated trustee does not purchase the Optional Extended Reporting Period; and (3) within one hundred twenty (120) days of the “termination of coverage”, we have received from you a written request for such Optional Extended Reporting Period coverage.

**f.** During a “claims-made relationship” and any Optional Extended Reporting Period, a person employed or otherwise affiliated with you and covered by your claims-made policy during such affiliation, shall continue to be covered under such policy and any Optional Extended Reporting Period after such affiliation has ceased for such person’s covered acts or omissions during such affiliation.

**g.** The first sixty (60) days of the Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

**h.** Any change in premium or the terms of this Policy shall not be considered a refusal to renew.

**i.** The Optional Extended Reporting Period shall not:

**(1)** Extend the “policy period” or in any way change the scope of coverage provided by this Policy;

**(2)** Be renewable or be canceled once in effect; and

**j.** Upon “termination ofcoverage”, if:

**(1)** a “claims-made relationship” has continued for at least three (3) years, the aggregate limit of coverage for all “claims”first made during the Optional Extended Reporting Period shall be the aggregate limit of coverage stated in the Declarations;

**(2)** a “claims-made relationship” has continued for less than three (3) years, the aggregate limit of coverage for all “claims”first made during the Optional Extended Reporting Period shall be the greater of:

1. the amount remaining in the aggregate limit of coverage; or
2. 50% of the aggregate limit of coverage.

**k**. Optional Flat Premium (the percent

Extended Reporting of the annual premium

Period shown on the Declarations)

1 year 85%

2 years 125%

3 years 150%

4 years 180%

1. years 200%

**XV. Paragraphs 11.** and **13.** of **SECTION VI – DEFINITIONS are** deleted in their entirety and replaced with the following:

**11.** “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned or reclaimed.

13. “Policy period” means the period of time commencing on the inception date shown on the Declarations and ending on the earlier of the expiration date or the effective date of “termination of coverage”.

**XVI. SECTION VI.** **DEFINITIONS** is amended to include the following definitions:

“Termination of coverage” means:

1. cancellation or nonrenewal of this policy by us or you; or
2. decrease in the limit of insurance, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage by us which is less favorable to the insured.

“Claims-Made relationship” means that period of time between the effective date of the first claims-made policy between us or you and the cancellation or nonrenewal of the last consecutive claims-made policy between such parties, where there has been no gap in coverage, but does not include any period covered by Extended Reporting Periodcoverage.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative