This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

**PRIOR ACTS COVERAGE ENDORSEMENT WITH RETROACTIVE PERIODS WITH SPECIFIC LIMITS**

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY – OCCURRENCE

SCHEDULE

**Prior Acts Date: / /**

|  |  |  |  |
| --- | --- | --- | --- |
| **RETROACTIVE PERIOD TABLE** | | | |
| **Retroactive Periods** | **Time Period to Which the Limits Apply** | **Professional Liability Each Wrongful Act Limit** | **Professional Liability Aggregate Limit** |
| Retroactive Period #1: | / / to / / | $ | $ |
| Retroactive Period #2: | / / to / / | $ | $ |
| Retroactive Period #3: | / / to / / | $ | $ |
| Retroactive Period #4: | / / to / / | $ | $ |

**I.** The Professional Liability EachWrongful ActLimit and Professional Liability Aggregate Limit shown in **Item 3.** of the **DECLARATIONS** are deleted and replaced with the following:

Professional Liability Each Wrongful Act Limit: See Retroactive Period Table

Professional Liability Aggregate Limit: **$**

Notwithstanding any other provision of this policy to the contrary, the Professional Liability Each Wrongful Act Limit and Professional Liability Aggregate Limit corresponding to each Retroactive Period shown in the Retroactive Period Table in the Schedule to the “Prior Acts Coverage Endorsement with Retroactive Periods with Specific Limits” apply to all “wrongful acts” which commence to occur during such Retroactive Period. The Professional Liability Aggregate Limit is included within and subject to the Professional Liability Aggregate Limit shown above.

The Overall Professional Liability Aggregate Limit is the maximum amount that we will pay under this policy for all “damages”. Such Professional Liability Aggregate Limit is not increased or reinstated as a result of this endorsement.

**II.** Subparagraph **a.** **Errors and Omissions Coverage** of Paragraph **1. Insuring Agreements** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

**1. Insuring Agreements**

**a. Errors and Omissions Coverage**

We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as “damages” because 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 take place in the Coverage Territory and such “wrongful act” must commence to occur during 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”.

For this insurance to apply, the “wrongful act” must first occur on or after the Prior Acts Date shown in the Schedule of the Prior Acts Coverage Endorsement and prior to the end of the “policy period”. The “wrongful act” must take place in the Coverage Territory

**III.** Paragraph **2. Exclusions** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is amended to include the following additional exclusion:

This insurance does not apply to any “claim”based on or arising out of a “wrongful act” actually or allegedly committed prior to the beginning of the “policy period”, if, on or before the earlier of the effective date of this Policy or the effective date of any Policy issued by **us** to which this policy is a continuous renewal or replacement, the **Insured** knew or reasonably could have foreseen that the facts or circumstances could lead to a “wrongful act” or a “claim”.

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

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Authorized Representative