**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

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY CLAIMS MADE

This policy is amended as follows:

1. The Claims-made Notice on the Declarations Page is deleted in its entirety and replaced by 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:
   * 1. **Automatic Extended Reporting Period**

In case of ”termination of coverage” of this policy, you shall have the right to an Automatic Extended Reporting Period as follows:

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” (the “Automatic Extended Reporting Period”), but only for a “claim” first made against the Insured and reported to us 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” shown in Item **7.** of the Declarations.

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.

* + 1. **Optional Extended Reporting Period**

In case of “termination of coverage” of this Policy, , 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”, but only for a “claim” first made against the “insured” and reported to us 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”shown in Item **7**. of the Declarations.

An Optional Extended Reporting Period shall not be available if the policy is cancelled or non-renewed due to nonpayment of premium due under the policy or noncompliance with the terms and conditions of this Policy.

This right shall terminate, however, unless written notice of such election and payment of the additional premium is received by us no later than sixty (60) days after the effective date of ”termination of coverage”.

Upon purchase, the Optional Extended Reporting Period shall replace the Automatic 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 Declarations.

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

The Optional Extended Reporting Period shall not:

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

**b**. Be renewable or be canceled once in effect; and

**c.** If the Optional Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation us to return any portion thereof.

Optional Flat Premium (the percent

Extended Reporting of the “full annual premium”

Period shown on the Declarations)

|  |  |
| --- | --- |
| 1 year | 1.00 |
| 2 years | 1.50 |
| 3 years | 1.85 |
| 4 years | 2.00 |
| 5 years | 2.25 |
| Unlimited | 2.50 |

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