ENDORSEMENT NO.

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

**This endorsement, effective 12:01AM: forms a part of**

**Policy no.:**

**Issued to:**

**By:**

louisiana amendatory ENDORSEMENT

CLAIMS MADE

This endorsement modifies insurance provided under the following:

PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY (CLAIMS MADE)

**I.** Paragraph A. Defense Of Claims Or Suits Under Sections I And II of Section IV. DEFENSE COSTS AND OTHER EXPENSES is deleted in its entirety and replaced with the following:

A. Defense Of Claims Or Suits Under Sections I And II

The following payments, which apply to the defense of **claims** or **suits** covered under INSURING AGREEMENT I AND II, are in addition to the Limits of Liability described in Section VI. LIMITS OF LIABILITY. These payments end after the applicable Limit of Liability has been exhausted in paying judgments or settlements.

1. **We** have the duty to defend any **claim** or **suit**, and **we** will defend such **claim** or **suit** against the **Insured** for a covered **claim** or **suit** to which this insurance applies seeking damages on account of a **psychiatric service incident** or **occurrence**, even if such **claim** or **suit** is groundless, false or fraudulent. **We** have the right to investigate, defend, and appoint an attorney to defend any **claim** or **suit** as **we** deem expedient. However, **we** will not settle any **claim** or **suit** without **your** consent or the consent of **your** designated representative.
2. **We** shall pay, with respect to any **claim** or **suit we** defend:

a. All expenses **we** incur including **defense costs**.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds.

c. Pre-judgment interest awarded against the **Insured** on that part of the judgment **we** pay. If prior to judgment, **we** make an offer to pay the applicable Limit of Liability, **we** will not pay any pre-judgment interest based on that period of time after the offer was refused by **you**.

d. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.

e. All costs taxed against the **Insured** in the **suit**.

f. Premiums on appeal bonds required by law to appeal any **suit** **we** defend, but only for bond amounts within the applicable Limits of Liability. **We** are not obligated to apply for or furnish any such bond.

1. **Our** duty to defend any **claim** or **suit** ends, and **we** may withdraw from the defense, after the applicable Limit of Liability has been exhausted by the payment of settlements or judgments.

**II.** Paragraph C. Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage of Section IV. DEFENSE COSTS AND OTHER EXPENSES is deleted in its entirety and replaced with the following:

C. Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage

1. **We** will pay reasonable and necessary **defense costs** arising from **violation**(s) of the following regulations:

a. General Administrative Requirements (45 CFR §160 et seq.),

b. Administrative Requirements (45 CFR §162 et seq.), or

c. Security and Privacy (45 CFR §164 et seq.)

as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the authority given to HHS under The Health Insurance Portability and Accountability Act (“HIPAA”) as may be amended from time to time and to which this insurance applies.

2. **We** will have the right and the duty to defend the **Insured** against any **investigation** or **civil proceeding** by HHS to which this insurance applies.

3. The Aggregate amount **we** will pay for all **defense costs** for all **civil proceedings** or **investigations** is the amount shown in the Declarations, and applies regardless of the number of **civil proceedings** brought against the **Insured** by HHS, **investigations** conducted by HHS or **violations** cited in such **civil proceedings** or **investigations**.

4. This Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage applies only if HHS notifies the **Insured** in writing on or after the retroactive date and before the end of the **policy period** of the **investigation** or the **civil proceeding.** The amount shown in the Declarations is not cumulative, even if a **civil proceeding** or **investigation** resulting from a common nexus of facts or circumstances spans more than one **policy period**. Only the policy in effect when HHS first notifies the **Insured** in writing of such **civil proceeding** or **investigation** will apply to such **civil proceeding** or **investigation**. **You** must report to **us** in writing of the **investigation** or **civil proceeding** as soon as practicable, but no later than sixty (60) days after the end of the **policy period**, or the extended reporting period, if applicable, and identify the specifics and the date received**.**

5. Exclusion N. Violation of Statutes does not apply to this Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage**.** All other general policy exclusions listed in Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS apply. In addition this HIPAA coverage does not apply to:

1. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate **violation**(s) by an **Insured**.

1. Criminal Acts

Any **violation**(s) which results in any penalties under the Wrongful Disclosure of Individually Identifiable Health Information (42 USC §1320d-6), including any amendments thereto.

1. Other Remedies

Any remedy other than monetary damages for penalties assessed pursuant to the General Administrative Regulations (45 CFR §160 et seq.), and the General Penalty for Failure to Comply with Requirements and Standards (42 USC §1320d-5) including any amendments thereto.

1. Compliance Reviews or Audits

Any compliance reviews by HHS pursuant to 45 CFR §160.308, including any amendments thereto, or any audits, whether or not requested by HHS.

6. As stated in this Section IV. DEFENSE COSTS AND OTHER EXPENSES C. HIPAA Defense Only Coverage the following definitions apply. These definitions only apply as used in this Section:

a. **Civil Proceeding:** means an action by HHS arising out of **violation**(s), pursuant to the General Administrative Regulations (45 CFR §160 et seq.) and any amendments thereto. However, a **civil proceeding** does not mean and does not include a Compliance Review pursuant to 45 CFR §160.308, including any amendments thereto.

b. **Investigation:** means an investigation of an actual or alleged **violation**(s) by HHS, pursuant to the General Administrative Regulations (45 CFR §160 et seq.) and any amendments thereto. However, an **investigation** does not mean and does not include a Compliance Review pursuant to 45 CFR §160.308, including any amendments thereto.

c. **Violation**(s): means the actual or alleged failure to comply with the General Administrative Requirements (45 CFR §160 et seq.), Administrative Requirements (45 CFR §162 et seq.), or Security and Privacy (45 CFR §164 et seq.) as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the authority given to HHS under The Health Insurance Portability and Accountability Act (“HIPAA”) as may be amended from time to time and to which this insurance applies

**III.** Paragraph F. Legal Action Against Us of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. 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 the **Insured**; but **we** will not be liable for damages that are not payable under the terms of the 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.

**IV.** Paragraph I. Representations of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Representations

By accepting this Policy, **you** agree that:

1. The statements in the Declarations and/or Applications are accurate and complete;

2. Those statements are based upon representations made to **us** by **you**; and

3. **We** have issued this Policy in reliance upon **your** representations.

**Your** 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.

**V.** Paragraph J. Subrogation of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Subrogation

If the **Insured** has rights to recover a payment **we** have made under this Policy, those rights are transferred to **us**. The **Insured** shall do nothing to impair these rights after a loss. At **our** request, the **Insured** will bring **suit** or transfer those rights to **us** and fully cooperate with **us** with respect to enforcing them.

Any recoveries will be applied in accordance with the following priorities:

1. Any person or organization, including the **Insured**, that have paid an amount in excess of **our** payment under this Policy will be reimbursed first;
2. **We** then will be reimbursed up to the amount **we** have paid; and
3. Lastly, any interests, including the **Insured’s**, over which **our** insurance is excess, are entitled to the residual.

**VI.** Paragraph T. Automatic Extended Reporting Period of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

T. Automatic Extended Reporting Period

1. If **we** cancel or non renew this policy for any reason other than non-payment of premium, and if the Optional Extended Reporting Period Endorsement is not purchased, then **we** will provide an Automatic Extended Reporting Period of one (1) year, starting with the end of the **policy** **period**, during which **claims** arising out of **psychiatric** **service** **incidents**,or **occurrences** which take place on or after the retroactive date stated in the Declarations but before the end of the **policy** **period** may be first made. This Automatic Extended Reporting Period also applies to the coverages in Paragraphs C. through E. of Section IV. DEFENSE COSTS AND OTHER EXPENSES as expressed therein.
2. The Automatic Extended Reporting Period does not extend the **policy** **period** or change the scope of coverage provided. Any **claim** first made during the Automatic Extended Reporting Period shall be deemed to have been made on the last day of the **policy period**.
3. The Automatic Extended Reporting Period, however, will not apply to **claims** if other insurance purchased by **you** covers them or would have covered them had the limits of liability of such policy not been exhausted.
4. The Aggregate Limits of Liability applicable to this policy shall not be increased or reinstated for the Automatic Extended Reporting Period.
5. **Our** offer of terms, conditions or premium different from the expiring policy shall not be considered a refusal or failure to renew this insurance.

**VII.** Paragraph U. Optional Extended Reporting Period of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

U. Optional Extended Reporting Period

1. If **you** or **we** cancel or do not renew this insurance, **you** shall have the option to purchase an Unlimited Duration Optional Extended Reporting Period Endorsement, beginning with the end of the **policy period**. The additional premium for and the term of the Optional Extended Reporting Period Endorsement shall be as stated in Item 3.(b) of the Declarations. **You** can not purchase this Endorsement if **we** cancel for non-payment of premium. However, the option to purchase an Optional Extended Reporting Period Endorsement will be extended if payment of premium is ultimately paid and accepted by **us**.

2. The Optional Extended Reporting Period Endorsement applies to **claims** first made against an **Insured** during the Optional Extended Reporting Period and arising from **psychiatric incidents**, or **occurrences** which take place on or after the retroactive date stated in the Declarations and before the end of the **policy period**. The Optional Extended Reporting Period Endorsement also applies to the coverages in Paragraphs C. through E. of Section IV. DEFENSE COSTS AND OTHER EXPENSES as expressed therein. The Aggregate Limits of Liability applicable to this policy shall not be increased or reinstated for **claims** under this Endorsement. **Claims** first made during the Optional Extended Reporting Period Endorsement shall be deemed to have been made on the last day of the **policy period**.

3. To obtain an Optional Extended Reporting Period Endorsement **you** must request it in writing within one (1) year after the **policy period** ends and pay the premium due. 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 one (1) year after the **policy period** ends, **you** may not exercise this option at a later date.

4. The insurance provided under the Optional Extended Reporting Period Endorsement is excess over any other valid and collectible insurance that begins or continues in effect after the Optional Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

5. **Our** offer of terms, conditions or premium different from the expiring policy shall not be considered a refusal or failure to renew this insurance.

6. An Unlimited Duration Optional Extended Reporting Period Endorsement for **you** is applicable in the event of death, disability, or retirement with the following terms and conditions:

* + - * 1. An Unlimited Duration Optional Extended Reporting Period Endorsement will be issued to **you** or to **your** estate at no charge if **you** die or become permanently disabled during the **policy period**. The first Named Insured or **your** estate must, within one (1) year after the end of this **policy period**, write to tell **us** the coverage is desired. **We** also require:
  1. Written proof of **your** death; or
  2. Written proof of **your** permanent disability, including the date it happened, certified by your attending physician. **You** must agree to submit to medical examination(s) by any physician(s) **we** designate if requested.
     + - 1. **We** shall offer **you** an Unlimited Duration Optional Extended Reporting Period Endorsement for no charge using the standard underwriting practices in accordance with state requirements if:
         2. **you** have been insured by **us** consecutively for at least five (5) years at the time of **your** request; and
         3. **you** retire during the **policy period** after reaching the age of fifty (50) years old.
         4. The Limits under this Policy at the time of termination, death, disability or retirement will be the Limits applying to the Optional Extended Reporting Period.

7. An Unlimited Duration Optional Extended Reporting Period Endorsement for **you** is applicable after a ten (10) year continuous claims-made relationship with **us**. The Unlimited Duration Optional Extended Reporting Period Endorsement will not be applicable to **you** for termination of the claims-made policy due to **your** nonpayment of premium.

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

## Authorized Representative