# 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:

**MARYLAND AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following: PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY

1. 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, settlements or awards.

* 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 incident** or **occurrence,** even if such **claim** or **suit** is groundless, false or fraudulent. However, **we** have no duty to defend any **claim** or **suit** seeking damages to which this insurance does not apply. **We** have the right to investigate, defend, and appoint an attorney to defend any **claim** or **suit** as **we** deem expedient.
  2. **We** shall pay, with respect to any **claim** or **suit we** defend:
     1. All expenses **we** incur including **defense costs**.
     2. 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.
     3. 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**.
     4. 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.
     5. All costs taxed against the **Insured** in the **suit**.
     6. 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.
  3. **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, judgments or awards.

1. Paragraph C. Health Insurance Portability and Affordability Act (“HIPAA”) Defense Only Coverage of Section IV. DEFENSE COSTS AND OTHER EXPENSES is deleted in its entirety.
2. Paragraph D. Administrative Hearings Defense Costs of Section IV. DEFENSE COSTS AND OTHER EXPENSES is deleted in its entirety.
3. Paragraph C. U.S. Department of Health & Human Services (HHS) of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its entirety and replaced with the following:

C. U.S. Department of Health & Human Services (HHS)

Any administrative or judicial hearings initiated against an **Insured** by HHS or by any utilization or quality review organization under contract with HHS.

However, this exclusion does not apply to HHS proceedings that allege the violation of Section

1. C. Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage.
2. Paragraph A. **Administrative Entity** of Section IX. DEFINITIONS is deleted in its entirety.
3. Paragraph B. **Administrative Hearing(s)** of Section IX. DEFINITIONS is deleted in its entirety.
4. Paragraph G**. Defense Costs** of Section IX. DEFINITIONS is deleted in its entirety and replaced with the following:

G. **Defense Costs:** means the costs and expenses incurred by **us** in connection with a legal defense of any **psychiatric service incident, occurrence, bodily injury, property damage, civil proceeding** or investigation including, but not limited to, legal fees charged by an attorney designated by **us** to investigate or defend any **claim** or **suit** brought against an **Insured**.

1. Paragraph K**. Initiated** of Section IX. DEFINITIONS is deleted in its entirety.

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

Authorized Representative