

## ENDORSEMENT

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

This endorsement, effective 12:01 A.M.,  
Forms a part of Policy No.:

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”) DEFENSE ONLY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

**NOTICE: THIS ENDORSEMENT PROVIDES COVERAGE FOR DEFENSE COSTS ONLY.**

- I. The following is added to Section II. **DEFENSE COSTS, CHARGES, AND EXPENSES**  
**Health Insurance Portability and Accountability Act (“HIPAA”) Defense Only Coverage**
1. **We** will pay reasonable and necessary defense costs, as defined in Paragraph B. of Section II., 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. However, **we** will have no duty to defend the **Insured** against any **investigation** or **civil proceeding** to which this insurance does not apply.
  3. The Aggregate amount **we** will pay for all defense costs for all **investigations** or **civil proceedings** is \$25,000, 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 during the **policy period** of the **investigation** or the **civil proceeding**. The \$25,000 Limit of Insurance 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. For the purposes of the coverage provided by this endorsement only, Section III. **EXCLUSIONS** is amended to include the following exclusions:

This Policy shall not apply to **claims** arising out of:

a. Intentional, Willful, or Deliberate Violations

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

b. 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.

c. Other Remedies

Any remedy 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.

d. 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.

e. Other Coverages

Any violation(s) that is covered under any other section of this Policy.

6. For the purposes of the coverage provided by this endorsement only, Section **VII. DEFINITIONS** is amended to include the following definitions:

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

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

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Authorized Representative