

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

BILLING ERRORS AND OMISSIONS CLAIM EXPENSE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

SCHEDULE

BILLING ERRORS AND OMISSIONS CLAIM EXPENSE COVERAGE

Claim Expense Aggregate Amount	\$
Billing Errors and Omissions Retroactive Date	/ /

I. The following is added to Section II. **DEFENSE COSTS, CHARGES, AND EXPENSES**

Billing Errors and Omissions Claim Expense Coverage

We will pay on behalf of an Insured all reasonable and necessary **claim expenses** for an Insured's **billing claim**, up to the Claim Expense Aggregate Amount shown in the Schedule, above. The Claim Expense Aggregate Amount applies regardless of the number of **billing claims** brought against Insureds.

This coverage applies only if the **wrongful act** which results in the **claim expense** takes place in the Coverage Territory and the **wrongful act** did not commence before the Retroactive Date, if any, shown in the Schedule or after the end of the **policy period**. The **billing claim** must be made against an Insured and reported to **us** during the **policy period**. A **billing claim** received by the Insured during the **policy period** and reported to **us** within thirty (30) days after the end of the **policy period** will be considered to have been reported to **us** within the **policy period**. However, this thirty (30) days grace period does not apply to **billing claims** that are covered under any subsequent coverage an Insured purchases, or that would be covered but for the exhaustion of the amount of coverage applicable to such **billing claims**.

If during the **policy period** an Insured becomes aware of a **wrongful act** that may reasonably be expected to give rise to a **billing claim** against any Insured, **you** must provide notice to **us**. If such notice is provided, then any **billing claim** subsequently made against any Insured arising out of that **wrongful act** shall be deemed under this coverage to be a claim made during the **policy period** in which the **wrongful act** was first reported to **us**.

II. For the purposes of the coverage provided by this endorsement only, the following is added to Section III. **EXCLUSIONS:**

This Policy shall not apply to any **billing claim**:

- A. That is covered under any other coverage part of this policy.
- B. Arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Insured, including the willful or reckless violation of any statute.
- C. Based on or relating to the conduct of any corporation, partnership, partner, joint venture or any other business entity of which any Insured is involved and which is not designated as an Insured on this policy.

D. Relating to any profit or advantage gained by an Insured to which he or she was not in fact entitled.

III. For the purposes of the coverage provided by this endorsement only, the following definitions are added to Section VII. **DEFINITIONS**:

A. **Billing Claim** means:

1. a demand for money or services, brought by or on behalf of any **government entity** or commercial healthcare benefit payor against the Insured for a **wrongful act**; or
2. commencing an audit or investigation of a **wrongful act**.

Billing Claim does not include:

1. any customary or routine audit/reconciliation conducted by or at the behest of a **government entity** or commercial healthcare benefit payor; or
2. any criminal proceeding against an Insured.

B. **Claim expenses** means:

1. reasonable and necessary fees charged by an attorney, chosen by **us**, or auditor chosen by the Insured with **our** written consent; or
2. other reasonable and necessary fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a **billing claim** to which this endorsement applies if incurred by the Insured with **our** written consent.

Claim expenses does not include:

1. remuneration, salaries, wages, overhead, fees or benefits of any Insured;
2. any fees, costs, or expenses incurred with respect to any criminal proceedings or actions against any Insured; or
3. the costs associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar program regarding the Insured's business operations negotiated as part of a settlement with a **government entity** or commercial healthcare benefit payor or by order of a **government entity**.

C. **Government entity** means:

1. any department, agency, task force or other organization created by any federal, state or local law, executive order, ordinance or rule; or
2. any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the federal or any state, county or local government.

IV. For the purposes of the coverage provided by this endorsement only, the definition of Wrongful Act in Section VII. **DEFINITIONS** is deleted in its entirety and replaced with the following:

- R. **Wrongful act** means presenting, causing or allowing to be presented or being liable for the presentation of any actual or alleged erroneous request for payment by the Insured to a **government entity** or commercial health care benefit payor or program from which the Insured seeks payment for professional services as a **psychoanalyst** that were provided or prescribed by such Insured.

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

Authorized Representative