**ENDORSEMENT**

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

COLORADO EXTENDED REPORTING PERIOD AMENDATORY

ENDORSEMENT

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

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

S. Automatic Extended Reporting Period

1. If you or **we** cancel or non renew this policy for any reason, and if the Optional Extended Reporting Period Endorsement is not purchased, then **we** will provide an Automatic Extended Reporting Period of sixty (60) days, starting with the end of the **policy** **period**, during which **claims** arising out of **chiropractic** **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 H. 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, ho**we**ver, 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.

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

T. Optional Extended Reporting Period

1. If **you** or **we** cancel or do not renew this insurance, **you** shall have the option to purchase an 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.
2. The Optional Extended Reporting Period Endorsement applies to **claims** first made against an **Insured** during the Optional Extended Reporting Period and arising from **chiropractic 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 H. of Section IV. DEFENSE COSTS AND OTHER EXPENSES as expressed therein. The Aggregate Limits of Liability applicable to this policy shall be equal to the amount shown in the Declarations in effect at the end of the policy period. **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 sixty (60) days after the **policy period** ends and pay the premium due, including any outstanding 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 sixty (60) days 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** at no charge 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 sixty (60) days 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 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** at no charge is applicable after a seven (7) 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.

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**III.** The following Condition is added to the Policy:

**Your Right To Claim And Occurrence Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding claims-made policy we have issued to you during the previous three years:

**a.** A list or other record of each **occurrence** or **chiropractic incident**, not previously reported to any other insurer, of which we were notified in accordance with Duties in the event of a Claim, Suit, Chiropractic Incident or Occurrence Condition. We will include the date and brief description of the **occurrence** or **chiropractic incident** if that information was in the notice we received.

**b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Policy, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and **occurrence** or **chiropractic incident** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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

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Authorized Representative