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:

## WYOMING AMENDATORY ENDORSEMENT (CLAIMS MADE)

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

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, settlements or awards, including pre-judgment interest.

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 **chiropractic 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 damagesto 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. 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.

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, judgments or awards including pre-judgment interest. The tender of limits before judgment or settlement does not relieve **us** of **our** duty to defend.

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. **You** can not purchase this Endorsement if **we** cancel for non-payment of premium.
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 not be increased or reinstated for **claims** under this Endorsement, unless an Unlimited Duration Optional Extended Reporting Period Endorsement is purchased. If such Endorsement is purchased, the Aggregate Limits of Liability applicable to this policy shall be 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 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** 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** 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.

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

## Authorized Representative