ENDORSEMENT NO.

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

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

Forms a part of Policy No.:

## MINNESOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS OCCURRENCE POLICY

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

I.Paragraph A. Duties in the event of a Claim, Suit, Chiropractic Incident or Occurrence of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Duties in the event of a Claim, Suit, Chiropractic Incident or Occurrence

1. If during the **policy period**, or the extended reporting period, if applicable, an **Insured** shall become aware of a **chiropractic incident** or **occurrence** which may reasonably be considered or be expected to give rise to a **claim** or **suit** being made against an **Insured**, then **you** should notify **us** in writing as soon as practicable. To the extent possible, notice should include:

a. How, when and where the **chiropractic incident** or **occurrence** took place which may be considered or be expected to give rise to a **claim** or **suit**;

b. The names and addresses of any injured persons or witnesses to the potential **chiropractic incident** or **occurrence**; and

c. The nature and location of any injury or damage arising out of the **chiropractic incident** or **occurrence**.

Any **claim** or **suit** arising out of such **chiropractic incident** or **occurrence** which is subsequently made against an **Insured** and reported to **us**, shall be considered first made at the time such notice was given to **us**.

Receipt by **us** of an incident report, including but not limited to variance reports, will not be considered a **claim** to **us**.

2. If a **claim** or **suit** is brought against an **Insured** arising out of a **chiropractic incident** or **occurrence, you** must:

a.Immediately record the specifics of the **claim** or **suit** and the date received;

b.Provide **us** or **our** agentwith notice of the **claim** or **suit** as soon as practicable; and

c. Immediately send **us** copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**.

II. Paragraph C. Audit of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Audit

**We** may audit and examine an **Insured’s** books and records as they relate to this Policy at any time during the **policy period** and for up to one (1) year after the expiration or termination of this Policy for examinations made to determine the final audited premium and for up to three (3) years after the end of the **policy period** for all other examinations.

III.Paragraph H. Bankruptcy/Insolvency of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Bankruptcy/Insolvency

Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this Policy, and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against the company to the same extent that the insured would have, had the insured paid the final judgment.

IV. Paragraph J. Subrogation of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

1. Subrogation

If the **Insured** has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The **Insured** shall do nothing to impair these rights after a loss. At **our** request, the **Insured** will bring **suit** or transfer those rights to **us** and fully cooperate with **us** with respect to enforcing them.

Any recoveries will be applied in accordance with the following priorities:

1. Any person or organization, including the **Insured**, that have paid an amount in excess of **our** payment under this Policy will be reimbursed first;
2. **We** then will be reimbursed up to the amount **we** have paid; and
3. Lastly, any interests, including the **Insured’s**, over which **our** insurance is excess, are entitled to the residual.

**Our** rights under this condition do not apply against (1) the **Insured** or (2) any person or organization insured under another policy issued by **us** with respect to the same loss, provided that the loss was not intentionally caused by the **Insured** or such persons or organizations.

V. The first Subparagraph of 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:

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. However, we will pay pre-judgment interest in addition to the Limits of Liability.

1. Subparagraph 3. of 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:

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. However, we will pay pre-judgment interest in addition to the Limits of Liability.

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

## Authorized Representative