# 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:

# VIRGINIA AMENDATORY ENDORSEMENT

**CLAIMS MADE**

This endorsement modifies insurance provided under the following: CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

1. The Claims Made Disclosure Notice at the top of the CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY is deleted in its entirety and replaced with the following:

NOTICE: YOU HAVE PURCHASED A CLAIMS-MADE LIABILITY INSURANCE POLICY. PLEASE READ THIS POLICY CAREFULLY TO UNDERSTAND YOUR COVERAGE. THERE ARE CERTAIN CIRCUMSTANCES IN WHICH YOU MUST BE PROVIDED THE OPPORTUNITY TO PURCHASE AN EXTENDED REPORTING PERIOD FOR REPORTING CLAIMS. THESE ARE EXPLAINED IN YOUR POLICY. IF YOU HAVE ANY QUESTIONS REGARDING THE COST OF AN EXTENDED REPORTING PERIOD OR THE AVAILABLE OPTIONS UNDER THE EXTENDED REPORTING PERIOD, PLEASE CONTACT YOUR INSURANCE COMPANY OR YOUR INSURANCE AGENT.

1. Paragraph P. Aircraft, Automobile, or Watercraft of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its

entirety and replaced with the following:

P. Aircraft, Automobile, or Watercraft

The ownership, maintenance, use or entrustment to others of an aircraft, **automobile**, or watercraft owned or operated by or rented, loaned or entrusted to an **Insured.**

1. Paragraph Q. Property Damage of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its entirety and replaced with the following:
   1. Property Damage

## Property damage to:

* + 1. Property owned, rented, occupied or used by an **Insured**;
    2. Property in the care, custody or control of an **Insured** unless providing

## professional services; or

* + 1. Premises sold, given away or abandoned by an **Insured**.

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

H. Bankruptcy/Insolvency

An **Insured’s** bankruptcy, insolvency or dissolution or the bankruptcy, insolvency or dissolution of an **Insured’s** estate will not relieve **us** of **our** obligations under this Policy.

1. Paragraph T. Optional Extended Reporting Period of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:
2. Optional Extended Reporting Period
   1. If **you** or **we** cancel or do not renew this insurance, upon advancement of any retroactive date, upon renewal on other than a claims-made basis, or when **we** exclude any existing coverage from a claims-made policy and the policy remains in effect or is renewed **you** shall have the option to purchase the Virginia Extended Reporting Period Coverage Endorsement 110009 for a term of 1, 2, or 3 years or unlimited duration, beginning with the triggering event. 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 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.
      2. **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:
         1. **you** have been insured consecutively for at least five (5) years at the time of **your** request; and
         2. **you** retire during the **policy period** after reaching the age of fifty (50) years old.
      3. 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