# 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:

**TEXAS**

**Extended Reporting Period Amendatory Endorsement** This endorsement modifies insurance provided under the following: CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

Paragraphs S and T of Section VII. CONDITIONS are deleted in their entirety and replaced with the following:

1. Automatic Extended Reporting Period
   1. If **we** cancel or non renew this policy for any reason other than non-payment of premium, and if the Optional Extended Reporting Period Endorsement is not purchased, then **we** will provide an Automatic Extended Reporting Period of thirty (30)) 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.

* 1. 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**.
  2. The Aggregate Limits of Liability applicable to this policy shall not be increased or reinstated for the Automatic Extended Reporting Period.
  3. **Our** offer of terms, conditions or premium different from the expiring policy shall not be considered a refusal or failure to renew this insurance.

1. Optional Extended Reporting Period

If **you** or **we** cancel or do not renew this insurance, you shall have the right, upon payment of the additional premium set forth below, to elect an Optional Extended Reporting Period described in this section, 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.

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

1. 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. **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**.

To obtain an Optional Extended Reporting Period Endorsement **you** must request it in writing within thirty (30) 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.

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.

**Our** offer of terms, conditions or premium different from the expiring policy shall not be considered a refusal or failure to renew this insurance.

Four Optional Extended Reporting Periods are available for purchase and the selected Optional Extended Reporting Period shall be endorsed onto the policy.

The additional premium charge for each available Optional Extended Reporting Period is:

Options Factor\*

1 Year Option 55% of mature claims made rate

2 Year Option 85% of mature claims made rate

3 Year Option 100% of mature claims made rate

Unlimited Option 110% of mature claims made rate

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 by **us** consecutively for at least five (5) years at the time of

**your** request; and

* + 1. **you** retire during the **policy period** after reaching the age of fifty (50) years old.
  1. 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.

An Unlimited Duration Optional Extended Reporting Period Endorsement for **you** is applicable at no charge after a seven (7) year continuous claims-made relationship with **us**. The no charge 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. However, if a new claims-made policy is issued to **you** within five (5) years of the termination of this policy, the rate charged for the new policy will be the mature claims-made rate in effect at the time the new policy is issued.

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

AUTHORIZED REPRESENTATIVE