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:

## ALASKA AMENDATORY ENDORSEMENT

**CLAIMS MADE**

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

I. Paragraph G. of Section VII. CONDITIONS, is deleted in its entirety and replaced with the following:

G. Other Insurance

**We** shall pay, above any applicable deductible or self insurance, an equal share with any other primary insurance that is valid and collectible and permits contributions. Under this approach, each insurer contributes proportional amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

II. Paragraph K. An Insured’sAgreement to Settle Claims Through Arbitration of Section VII. CONDITIONS, is deleted in its entirety.

III**.** ParagraphR. Multiple Policies of Section VI. CONDITIONS is deleted in its entirety and replaced with the following:

1. Multiple Policies

Two or more insurance policies may be issued by **us** or any company that controls, is controlled by, or is under common control with **us**. These policies may provide coverage for:

1. **Claims** or **suits** arising from the same **chiropractic incident** or **occurrence**; or

2. Persons or organizations covered in those policies that are jointly and severally liable.

In such a case, **we** shall provide under this Policy an equal share with any other primary insurance. Under this approach, each policy contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each policy’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance under all policies.

IV. 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. Upon policy termination 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 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 Aggregate Limits of Liability applicable to this policy shall not be increased or reinstated for the Automatic Extended Reporting Period.

V. 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. **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. 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. If there is other insurance available to **you** for damages **we** cover under this policy that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, then this insurance shall provide an equal share with any other available primary insurance coverage. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
5. 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.
6. 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