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:

## SOUTH DAKOTA AMENDATORY ENDORSEMENT (CLAIMS MADE)

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

I. Paragraph F.Legal Action Against Us of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

F. Legal Action Against Us

No person or organization has a right under this Policy to join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an **Insured**.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of any Insuring Agreement or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, the **Insured** and the claimant or the claimant's legal representative.

II. Paragraph T. Optional Extended Reporting Period of Section VII. CONDITIONS, dis 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, including any outstanding premium due. 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, conditions and exclusions of the Policy remain unchanged.

## Authorized Representative