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:

## ARKANSAS AMENDATORY ENDORSEMENT - CLAIMS MADE

This endorsement modifies insurance provided under the following:

CHIROPRACTOR PROFESSIONAL LIABILITY PLUS CLAIMS MADE POLICY

I. Paragraph G. Pollution of Section V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS is deleted in its entirety and replaced with the following:

G. Pollution

1. The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **pollutants**;

2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**; or

3. Any cost, charge, expense or request for reimbursement arising out of 1. or 2. above.

However, this exclusion is not applicable to **bodily injury** or **property damage** caused by heat, smoke, vapors or fumes from a hostile fire. For the purpose of this provision, a hostile fire is defined as one which becomes uncontrollable or breaks out from where it was intended to be.

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

* 1. Subrogation

If an **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 has 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 only after the **Insured** has been fully compensated for loss sustained; and
3. Lastly, any interests, including the **Insured’s**, over which **our** insurance is excess, are entitled to the residual.

**III.** Paragraph T. Automatic Extended Reporting Period of Section VII. CONDITIONS is deleted in its entirety and replaced with the following:

T. Automatic Extended Reporting Period

1. If **you** or **we** cancel or non renew this policy **we** will provide an Automatic Extended Reporting Period of sixty (60) days at no additional charge, 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 Automatic Extended Reporting Period, however, will not apply to **claims** if other insurance purchased by **you** covers them or would have covered them had the limits of liability of such policy not been exhausted.
4. The Aggregate Limits of Liability applicable to this policy shall not be increased or reinstated for the Automatic Extended Reporting Period.
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. At the expiration of the automatic sixty (60) day extended reporting period, an optional extended reporting period shall be put into effect if premium is received in payment of the optional extended reporting period.

**IV.** Paragraph U. Optional Extended Reporting Period of Section VI.CONDITIONS is deleted in its entirety and replaced with the following:

U. 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.
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 the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception 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. 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 and conditions of the Policy remain the same.

## Authorized Representative