ENDORSEMENT NO.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement, effective 12:01AM:

Forms a part of Policy no.:

## NEW YORK AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

HUMAN SERVICES PROFESSIONAL LIABILITY POLICY (OCCURRENCE)

1. Subparagraph **(4)** of Subparagraph **d. Defense and Claims Expenses** of Paragraph **1. Insuring Agreements** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

**(4)** We shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any “claim” after the applicable Limit of Insurance shown in Item 3. of the Declarations has been exhausted by the payment of “damages”. However, we will pay for post-judgment interest after such applicable Limit of Insurance has been exhausted.

**II.** Subparagraph **e**. **Dishonest, Fraudulent, Criminal Or Malicious Acts** of Paragraph **2**. **Exclusions** of **SECTION** **I - HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

1. Any loss, cost, damage, or expense caused by, arising out of, or resulting, directly or indirectly, in whole or in part from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which you are not legally entitled.

In determining the applicability of Exclusion **e**., the facts pertaining to, the knowledge possessed by, or any “wrongful act” committed by, any insuredshall not be imputed to any other insured.

**III.** The second to last paragraph of Subparagraph **k**. **Rendering of or Failure to Render Professional Services By Certain Individuals** of Paragraph **2**. **Exclusions** of **SECTION** **I - HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

However, this exclusion does not apply to: (1) a psychiatrist employed by you, but only for such psychiatrist’s “wrongful acts” which occur within the scope of his or her employment by you, or (2) a psychiatrist under written contract with you, but only for such psychiatrist’s “wrongful acts” which occur while performing duties related to the conduct of your business. In addition, coverage provided herein shall be excess of any other valid and collectible insurance to such psychiatrist, whether provided on a primary, excess, contingent or any other basis.

**IV**. Paragraph **3. COVERAGE EXTENSION** of **SECTION I – HUMAN SERVICES PROFESSIONAL LIABILITY COVERAGE** is deleted in its entirety.

1. Paragraph **2**. **Bankruptcy/Insolvency** of **SECTION IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**2.** **Bankruptcy/Insolvency**

The insolvency or bankruptcy of the Insured or of the insured’s estate shall not relieve the Insurer of its obligations under this policy as long as all policy requirements are met by Insured, its trustee or receiver in bankruptcy. Should a covered judgment be rendered against an insolvent or bankrupt Insured, we shall be liable for the amount of such judgment not to exceed the applicable limit of liability under this policy.

1. Subparagraph **a.** of Paragraph **3. Duties in the Event of a Wrongful Act, Claim or Suit** of **SECTION** **IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**a.** The Insured, as a condition precedent to our obligations under this Policy, shall give written notice to us of any “claim” made against the Insured, as soon as practicable.

The Insured shall immediately forward to us, at the address shown in Item 8. of the Declarations, every demand, notice, summons, or other process or pleadings received by the Insured or its representatives.

1. Paragraph **3**. **Duties in the Event of a Wrongful Act, Claim or Suit** of **SECTION** **IV - CONDITIONS** is amended to include the following additional subparagraphs:
2. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any of our agents in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

**2**. Failure to give us notice as required under this Policy shall not invalidate any “claim” made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no “claim” made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

1. Paragraph **4. Legal Action Against Us** of **SECTION** **IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**4. Legal Action Against Us**

**a.** Except as provided in Subparagraph b., no one may bring an action against us unless there has been full compliance with all the terms of this policy and the amount of the Insured’s obligation to pay has been finally determined either by:

1. judgment against the Insured which remains unsatisfied at the expiration of thirty (30) days from the service of notice of entry of the judgment upon the Insured and upon us; or
2. written agreement of the Insured, the claimant and us.

Any person or organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. We may not be impleaded by the Insured or its legal representative in any legal action brought against the Insured by any person or organization.

**b.** With respect to claims arising from a “wrongful act”, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

* + 1. Brings an action to declare the rights of the parties under the policy; and
    2. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

1. Paragraph **6. Other Insurance** of **SECTION** **IV - CONDITIONS** is deleted in its entirety and replaced with the following:

**6. Other Insurance**

The insurance provided under this Policy shall be primary, unless this policy is written specifically to be excess over other valid and collectible insurance. Our obligations are not affected unless any of the other valid and collectible insurance is also primary. Then, we will contribute by limits, with each insurer’s share being based on the ratio of its applicable limits of liability to the total applicable limits of liability of all insurers.

1. Paragraph **16**. **Two Or More Coverage Parts Or Policies Issued By Us** of **SECTION IV - CONDITIONS** is deleted in its entirety.

### SECTION IV – CONDITIONS is amended to include the following additional condition:

### Transfer of Duties When a Limit of Insurance is Used Up

1. If we conclude that, based on “wrongful acts”, “claims” or “suits” which have been reported to us and to which this insurance may apply, a limit of liability shown in the Declarations is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
2. When a limit of insurance described in paragraph 1. above has actually been used up in the payment of judgments or settlements:
3. We will notify the first Named Insured, in writing, as soon as practicable, that:
4. Such a limit has actually been used up; and
5. Our duty to defend “claims” or “suits” seeking “damages” subject to that limit has also ended.
6. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all “claims” and “suits” seeking “damages” which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said “claims” and “suits”.

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “claims” or “suits” until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any “claim” or “suit” seeking “damages” that would have been subject to that limit, had it not been used up, if the “claim” or “suit” is reported to us after that limit of insurance has been used up.

**c.** The first Named Insured, and any other insured involved in a “claim” or “suit” seeking “damages” subject to that limit, must arrange for the defense of such “claim” or “suit” within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such “claim” or “suit” must be made as soon as practicable.

1. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph 2.b. above.

The duty of the first Named Insured to reimburse us will begin on:

1. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph 1. above; or
2. The date on which we sent notice in accordance with paragraph 2.a. above, if we did not send notice in accordance with paragraph 1. above.

**4.** The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

**XII.** Paragraph **11.** of **SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

**11.** “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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

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Authorized Representative