



## MEDIA EXPENSES SUPPLEMENTARY BENEFIT ENDORSEMENT

In consideration of the premium, the Professional Liability Coverage Part of the policy is amended as follows:

I. The following Section is added:

### MEDIA EXPENSES SUPPLEMENTARY BENEFIT

We will reimburse the **named insured** for **media expenses** incurred as a result of an **adverse event**, up to the **media expense** aggregate Limit of Liability set forth on the **COI/Dec**, for all **media expenses** in the aggregate regardless of the number of **insureds** or the number of **adverse events** provided that:

- A. If this endorsement is attached to the Professional Liability Coverage Part - Claims Made and Reported:
  - 1. all **wrongful** acts, including any **related wrongful acts**, that are the subject of the **adverse event** took place on or after the **retroactive date** shown in the **COI/Dec**; and
  - 2. the **adverse event** first occurred during the **policy period**.
- B. If this endorsement is attached to the Professional Liability Coverage Part - Occurrence, the **wrongful act** that is the subject of the **adverse event** happened during the **policy period**; and
- C. In any event:
  - 1. prior to the effective date of this policy:
    - (a) no **insured** knew or should have known of such **adverse event** or a **potential adverse event**;
    - (b) no **insured** had given notice to a prior insurer of any **related adverse events**;
  - 2. such **adverse event** is reported to us in writing within sixty (60) days of your receipt of notice of such **adverse event**; and
  - 3. all **media expenses** are incurred within six (6) months following your discovery of such **adverse event**.

For the purpose of coverage under this endorsement, an **adverse event** will be deemed to have first occurred at the earliest of the following times when any **insured** first receives notice of negative media attention arising out of a **claim**, criminal investigation, indictment, administrative proceeding or government investigation made or brought against any **insured** related to or arising out of the rendering of **professional services**.

Any **media expenses** reimbursed by us pursuant to this endorsement will be in addition to the Professional Liability Limits of Liability.

The coverage provided by this endorsement will be specifically excess of any other insurance policy or risk transfer instrument available with respect to **media expenses**.

II. Section III, Coverage Part Definitions is amended to add the following new definitions:

**Adverse event** means negative media attention arising out of a **claim**, criminal investigation, indictment, administrative proceeding, or government investigation made or brought against the **named insured** related to or arising out of the rendering of **professional services**.



**Media expenses** means the reasonable and necessary fees, costs, and expenses incurred by the **named insured** and consented to by us to address or manage an **adverse event** including fees of third party legal or public relations consultants with regard to addressing adverse publicity or media attention, including preparation of statements, press releases, and interviews but solely to the extent that such consultants are specifically retained or hired by the **named insured** to manage or address the **adverse event**. **Media expenses** will not include:

- (a) any amounts incurred with respect to any **insured's** defense against a **claim**, criminal investigation, indictment, administrative proceeding, or government investigation, including any alleged violation of the Health Insurance Portability and Accountability Act, HIPAA, or other patient privacy laws, statutes, or regulations;
- (b) any **damages**, fines, violations, or penalties any **insured** is legally obligated to pay as a result of an **adverse event** or any **claim**;
- (c) compensation, fees, benefits, overhead, charges, or expenses associated with any **insured**;
- (d) any **defense costs**, expense or supplementary benefits, including attorney's fees, that are covered pursuant to any other provision of this policy, including attorney's fees of counsel retained to defend any **insured** in any **claim** under this policy.

**Potential adverse event** means a **wrongful act** that any **insured** has reason to believe would give rise to an **adverse event**.

**Related adverse events** means **adverse events** arising out of a single **wrongful act** or **related wrongful acts**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.