



**AMENDATORY ENDORSEMENT - NORTH CAROLINA
(General Terms and Conditions)**

In consideration of the premium, General Terms and Conditions is amended as follows:

I. The definition of Application set forth in Section III, Definitions is deleted and replaced with the following:

Application means all signed applications, including the representations and attachments, whether ours or that of another insurance carrier, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

II. Section VIII, Extended Reporting Period is amended as follows:

A. Subsection B, Purchased Extended Reporting Period, set forth in Section VIII, Extended Reporting Period is deleted and replaced by the following:

B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason other than non-payment of premium, and the **named insured** has not obtained **replacement coverage** for any Coverage Part written on a Claims Made and Reported basis, the **named insured** will have the right to purchase an **extended reporting period**.

1. Purchased Extended Reporting Period – Professional Liability Coverage Part(s)

Solely with respect to any Professional Liability Coverage Part, the **named insured** will have the right to purchase an **extended reporting period** unlimited in time in return for payment of additional premium.

2. Purchased Extended Reporting Period – All Other Liability Coverages

Solely with respect to any liability insurance other than Professional Liability, the **named insured** will have the right to purchase an **extended reporting period** for non-medical claims of not less than one year, for additional premium.

The **named insured** must notify us in writing of this election within sixty (60) days after the termination, cancellation, or non-renewal of this policy. If the **named insured** does not elect within this time frame, the **named insured** will have waived the right to purchase the **extended reporting period**. The purchased **extended reporting period** will extend to selected Coverage Part coverage, for the specified duration, but only for **claims** that are:

- (i) first made during the **extended reporting period**;
- (ii) reported to us according to this policy's notice and reporting requirements; and
- (iii) for **incidents** occurring on or after the **retroactive date** and prior to the date of such termination, cancellation or non-renewal.

A purchased **extended reporting period** will be effective the same day as the termination of the policy. The **extended reporting period** applies only to **claims**, and will not provide an extended period in which to report an **incident**. This **extended reporting period** will apply only to **claims** involving **incidents** occurring after the **retroactive date** and prior to the termination, cancellation, or non-renewal of this policy.



Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**.

B. Subsection D, is deleted and replaced by the following:

D. Limits of Liability

The Limit of Liability for all **claims** reported during the Automatic Extended Reporting Period will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

The Limit of Liability applicable to Professional Liability Coverage Part(s) for all **claims** reported during the **extended reporting period** will be will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

The Limit of Liability applicable to any Coverage Part other than a Professional Liability Coverage Part, for all **claims** reported during the **extended reporting period** will be reinstated to one hundred (100%) of the expiring policy aggregate Limit of Liability.

C. The following subsection is added to Section VIII, Extended Reporting Period:

E. Loss Information

If the named insured elects to purchase an **extended reporting period** in accordance with the above, within forty-five (45) days after the mailing or delivery of a written request by the **named insured**, we shall mail or deliver the following loss information covering a three-year period:

- (i) Aggregate information on total closed claims, including date and description of occurrence, and any paid losses;
- (ii) Aggregate information on total open claims, including date and description of occurrence, and amounts of any payments; and
- (iii) Information on notice of any occurrence, including date and description of occurrence.

III. Section XII, General Policy Provisions is amended as follows:

A. The last paragraph of Section XII, General Policy Provisions, is deleted and replaced by the following:

Notice to our Program Administrator, or knowledge possessed by our Program Administrator, or by our agent or any other person authorized by us to receive such notice at the time this policy is issued or an application made shall be our knowledge, and any fact which breaches a condition of the policy and is known to our agent when the policy is issued or the application made shall not void the policy or defeat a recovery thereon in the event of damage. The provisions of this policy cannot be waived or changed except by written endorsement issued to form a part of this policy. We will not be bound by any assignment of interest under this policy unless this assignment is specifically endorsed to the policy.

B. The following paragraph is added to Section XIII, General Policy Provisions, at the end:

At some time, we may make changes in our insurance policy forms. Where appropriate, these changes must conform to and be filed with the state insurance supervisory authorities for approval. If, during your policy period, we make a policy change that extends or broadens your coverage, without increasing your premium, your coverage will automatically include such extension or broadening, on the effective date the change is approved in your state, except that this will not apply to claims that were reported to us prior to the effective date of such revision.



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.