



**MILITARY LEAVE OF ABSENCE ENDORSEMENT
(Suspension of Professional Liability Coverage)**

This endorsement modifies insurance provided under:

PROFESSIONAL LIABILITY COVERAGE PART

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

Servicemember: _____

Suspension Effective Date: _____

- I. Solely for the purposes of this endorsement:
 - A. "You" and "your" mean the servicemember listed above.
 - B. "**Active duty**" has the meaning given that term in section 101 (d)(1) of title 10, United States Code.
 - C. "**Suspension period**" means the period of time from 12:01 A.M. on the Suspension Effective Date noted above and ending at 12:01 A.M. on the date of reinstatement.
- II. If you are ordered to **active duty** under section 12301(d) of title 10, United States Code, you may suspend your coverage afforded under the Professional Liability Coverage Part. To do so, we must receive written notice of your request to suspend coverage, telling us when the suspension is to be effective.
- III. We will not require that premiums for the servicemember's proportion of the total policy premium be paid for the **suspension period**. If any such premium amount was paid for the **suspension period**, we will refund any amount paid for the **suspension period** or, upon the **named insured's** election, apply such amount for the payment of any premium becoming due upon the reinstatement of such coverage.
- IV. This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees, or loss based on, arising out of, or in any way involving a **wrongful act** during the **suspension period** by you or by someone for whom you are legally liable. Provided, however, a **wrongful act** based upon your failure to make adequate provision for a patient, client, or other person to receive **professional services** during your **active duty** status will be considered to have happened before the beginning of the **suspension period**, except in a case in which **professional services** were provided after the date of your **suspension period**.
- V. Coverage suspended in accordance with the terms of this endorsement will be reinstated only upon our receipt of your written request for reinstatement. This written request must be submitted to us within thirty (30) days after the date on which you are released from **active duty** and must identify for us the specific date when you request reinstatement to be effective. We will issue a Military Leave of Absence Endorsement (Reinstatement of Professional Liability Coverage) identifying the effective date for reinstatement. We will notify you of any additional premium due for the reinstatement period and the date on which payment of the premium is due. Such premium must be paid by you in accordance with that notice. The period for which coverage under the Professional Liability Coverage Part will be reinstated will not be less than the balance of the period for which coverage would have continued under the policy if the coverage had not been suspended.

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.