



**DENTISTS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE AND REPORTED
INDIANA PCF ENDORSEMENT**

It is understood and agreed that solely with respect to **Indiana PCF Claims**, the Dentists Professional Liability Coverage Part – Claims Made And Reported and the Declarations are amended as follows:

- I. The Professional Liability Each **claim** and all **claims** in the Aggregate Limits of Liability set forth on the Declarations are deleted and replaced with the following:

SCHEDULE: INDIANA PCF CLAIMS LIMITS OF LIABILITY

A. With respect to Indiana PCF claims arising out of a wrongful act that takes place prior to 07-01-2017.		B. With respect to Indiana PCF claims arising out of a wrongful act that takes place on or after 07-01-2017 and prior to 07-01-2019.		C. With respect to Indiana PCF claims arising out of a wrongful act that takes place on or after 07-01-2019.	
A1. Each Indiana PCF Claim	A2. All Indiana PCF Claims in the Aggregate	B1. Each Indiana PCF Claim	B2. All Indiana PCF Claims in the Aggregate	C1. Each Indiana PCF Claim	C2. All Indiana PCF Claims in the Aggregate
\$250,000.00	\$750,000.00	\$400,000.00	\$1,200,000.00	\$500,000.00	\$1,500,000.00

- II. Solely with respect to coverage pursuant to this endorsement, Section V, Coverage Part Limits Of Liability And Related Claims, of the Dentists Professional Liability Coverage Part is amended as follows:

- A. Paragraphs A, B and E are deleted and replaced with the following separate limits of liability applicable to any **named insured** individual or entity that is a **qualified participating provider**. However, any such entity **named insured** shall share its limits with those **insureds** defined in paragraphs (iii) and (v) of the definition of **insured** set forth in Section III, Coverage Part Definitions, of the Dentists Professional Liability Coverage Part.

Subject to the Insuring Agreement and the applicable **retroactive date**:

LIMITS OF LIABILITY: Indiana PCF Claim Limits of Liability:

A. **Indiana PCF Claim** Limits of Liability – Each **Claim**

1. Our Limits of Liability for all amounts that you become legally obligated to pay for each **Indiana PCF claim** arising out of a **wrongful act** that takes place prior to 07-01-2017 shall not exceed the applicable each **Indiana PCF claim** limit set forth on the SCHEDULE, Column A1 above.
2. Our Limits of Liability for all amounts that you become legally obligated to pay for each **Indiana PCF claim** arising out of a **wrongful act** that takes place on or after 07-01-2017 and prior to 07-01-2019 shall not exceed the applicable each **Indiana PCF claim** limit set forth on the SCHEDULE, Column B1 above.
3. Our Limits of Liability for all amounts that you become legally obligated to pay for each **Indiana PCF claim** arising out of a **wrongful act** that takes place on or after 07-01-2019 shall not exceed the applicable each **Indiana PCF claim** limit set forth on the SCHEDULE, Column C1 above.



B. **Indiana PCF Claim** Limits of Liability – all **Indiana PCF Claims** in the Aggregate

1. Subject to the each **claim** limit stated in paragraph A.1 above, our Limits of Liability for all amounts that you become legally obligated to pay for all **Indiana PCF claims** arising out of **wrongful acts** that take place prior to 07-01-2017 shall not exceed the applicable all **Indiana PCF Claims** in the Aggregate Limit of Liability set forth on the SCHEDULE, Column A2 above.
2. Subject to the each **claim** limit stated in paragraph A.2 above, our Limits of Liability for all amounts that you become legally obligated to pay for all **Indiana PCF claims** arising out of **wrongful acts** that take place on or after 07-01-2017 and prior to 07-01-2019 shall not exceed the applicable all **Indiana PCF Claims** in the Aggregate Limit of Liability set forth on the SCHEDULE, Column B2, above.
3. Subject to the each **claim** limit stated in paragraph A.3 above, our Limits of Liability for all amounts that you become legally obligated to pay for all **Indiana PCF claims** arising out of **wrongful acts** that take place on or after 07-01-2019 shall not exceed the applicable all **Indiana PCF Claims** in the Aggregate limit of liability set forth on the SCHEDULE, Column C2, above.

The Limits of Liability set forth in paragraphs A and B above apply solely to **Indiana PCF Claims** and are the exclusive Limits of Liability applicable to such **claims**. Any payments the Insurer makes pursuant to paragraphs A and B above are included within and not in addition to the all **Indiana PCF Claims** in the Aggregate Limits of Liability set forth on the SCHEDULE, Column C2 above. In no event shall the Insurer's total Limit of Liability for payment of all **Indiana PCF Claims** exceed the all **Indiana PCF Claims** in the Aggregate Limit of Liability set forth in Column C2 of the SCHEDULE above.

B. The following is added to paragraph C, Settlement of Claims:

Notwithstanding, we may settle any **claim** without your consent in the event that a medical review panel, formed pursuant to Indiana Code Section 34-18-10 et seq., or any amendment thereto, issues a unanimous opinion that you failed to comply with the appropriate standard of care as charged in the complaint.

III. Solely with respect to coverage pursuant to the terms of this endorsement, Section, III, Coverage Part Definitions, of the Dentists Professional Liability Coverage Part is amended with the addition of the following new definitions:

- **Indiana PCF Claim** means any covered **claim** subject to the Patient Compensation Fund provisions of the Indiana Medical Malpractice Act as set forth in IC 34-18-6 et. seq., or amendment thereto, or any similar fund established for the payment of such **claims**.
- **Qualified participating provider** means a **named insured** qualified for participation in the Indiana Patient Compensation Fund pursuant to the provisions of the Indiana Medical Malpractice Act as set forth in IC 34-18-6 et. seq., or amendment thereto.

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.