



**DEDUCTIBLE ENDORSEMENT
APPLICABLE TO PROFESSIONAL LIABILITY AND/OR EMPLOYMENT PRACTICES LIABILITY COVERAGES**

This endorsement modifies insurance provided under:

**PROFESSIONAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

In consideration of the premium, the policy is amended as follows:

I. The Professional Liability Coverage Part is amended as follows:

A. Section I, Insuring Agreement is amended to add the following at the beginning of the introductory sentence:

Subject to the deductible,

B. The following new Section is added:

DEDUCTIBLE OBLIGATIONS

- (i) The applicable “each **claim** per **insured dentist**” or “each **claim** per **named insured** entity” deductible shown in the Declarations is the total amount of your liability for each **claim**, as set forth in paragraph I.B.(iii) below, and applies to the payment of **damages** which you become legally obligated to pay as a result of a **claim** that is covered under the PL Coverage Part.
- (ii) The applicable “aggregate per **insured dentist**” or “aggregate per **named insured** entity” deductible shown in the Declarations is the most you will pay, as set forth in paragraph I.B.(iii) below, for all **damages** which you become legally obligated to pay for all **claims** covered under the PL Coverage Part.
- (iii) The deductible will apply separately to each **insured dentist** or **named insured** entity against whom a **claim** is made, and/or whose patient is the subject of the **claim**, and/or who supervised others in the matter that is the subject of the **claim**. Such **insured dentist** or **named insured** entity will be solely responsible for paying the applicable deductible. If we, in the exercise of our discretion and without any obligation to do so, pay any amount within the deductible, such **insured dentist** or **named insured** entity will be liable to us for any and all such amounts and, upon demand, must pay such amounts to us.
- (iv) Each **insured**, other than an **insured dentist** or **named insured** entity referenced in subsection I.B.(iii) above, will share the deductible with the **insured dentist** or **named insured** entity that supervised that **insured** in the matter that is the subject of the **claim**.
- (v) The deductible erodes the applicable each **claim** and aggregate Professional Liability Limits of Liability set forth on the Declarations. The deductible does not apply to Supplementary Benefit payments.

II. The Employment Practices Liability Coverage Part, if purchased, is amended as follows:

A. Section I, Insuring Agreement is amended to add the following at the beginning of the introductory sentence:

Subject to the deductible,

B. The following new Section is added:

DEDUCTIBLE OBLIGATIONS



- (i) The EPL each **claim** deductible shown in the Declarations applies to each and every **claim** under the EPL Coverage Part. It is the total amount of your liability for each **claim**, as set forth in paragraph II.B.(iii) below, and applies to the payment of **damages and defense costs**.
- (ii) The EPL aggregate deductible shown in the Declarations is the most you will pay, as set forth in paragraph II.B.(iii) below, for all **damages** and **defense costs** for all **claims** under the EPL Coverage Part.
- (iii) The **named insured** is solely responsible for payment of all deductible amounts whether or not a **claim** has been made against the **named insured**. If we, in the exercise of our discretion and without any obligation to do so, pay any amount within the deductible, the **named insured** will be liable to us for any and all such amounts and, upon demand, must pay such amounts to us.
- (iv) The deductible erodes the each **claim** and aggregate EPL Limits of Liability set forth on the Declarations. The deductible does not apply to Supplementary Benefit payments.

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.