



PRIOR ACTS PERIOD AND SCHEDULE ENDORSEMENT - ALASKA

This endorsement modifies insurance provided under:

PROFESSIONAL LIABILITY COVERAGE PART

Name of Insured : _____		
Prior Acts Period: From _____		To _____
Reporting Period(s):		
From: _____	To: _____	Premium
From: _____	To: _____	\$ _____
From: _____	To: _____	\$ _____
Limits of Liability Applicable to the Prior Acts Period (within, and not in addition to, the PL Aggregate Limit):		
\$ _____ each claim per insured dentist		
\$ _____ aggregate per insured dentist		
\$ _____ each claim per named insured entity		
\$ _____ aggregate per named insured entity		

In consideration of the premium, solely with respect to coverage provided under this endorsement, the Professional Liability Coverage Part is amended as follows:

I. Section I, Insuring Agreement is amended to include the following:

Solely for purposes of this endorsement, and subject to the PL Aggregate Limit of Liability and any Policy Aggregate Limit of Liability shown on the Declarations, we will pay on **your** behalf, **damages** up to the applicable Limit of Liability scheduled above as a result of a **claim**:

- (i) first made against **you** during a **reporting period** scheduled above;
- (ii) which results from a **wrongful act** by **you** during the **prior acts period**; and
- (iii) which causes **damages**.

The **claim** must be immediately reported to us in writing during the **reporting period** scheduled above.

II. INSURED

This endorsement only applies to the natural person or entity scheduled above.

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

Reporting Period means the time, shown in the schedule above, after the end of a **prior acts period** which is allowed for reporting **claims** which occurred during the **prior acts period**. In accordance with the rules, rates and rating plans in effect for the company, the last **reporting period** will be "unlimited," meaning without a termination date.



Prior Acts Period means the period of time, shown in the schedule above, in which **your** insurance coverage was provided on a claims-made basis.

You, your, and **yours** mean the **insured** scheduled above.

IV. Section IV, Exclusions Applicable To The Professional Liability Coverage Part is amended to add the following new exclusions:

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

- based on, or arising out of, **professional services** from which, as of the effective date of this endorsement, **you** could expect that a **claim** would result; or
- based on, or arising out of, **professional services** which are the subject of any pending **claim** or proceedings, on the effective date of this endorsement.

V. Section V, Coverage Part Limits of Liability and Related Claims is amended to include the following:

As respects only those **claims** to which this endorsement applies, the Limits of Liability scheduled above will:

- (i) delete and replace the each **claim** per **insured dentist**, aggregate per **insured dentist**, each **claim** per **named insured** entity, and aggregate per **named insured** entity Limits of Liability stated in the policy or Declarations as respects **your professional services** during the **prior acts period**; and
- (ii) apply regardless of the number of **reporting periods**.

VI. REPORTING PERIODS; PREMIUM

The provisions of this endorsement will apply through the successive **reporting periods** stated in the schedule unless **you** fail to pay the premium when due. Premiums will be:

- (i) due and payable not later than the effective date of the then current **reporting period**; and
- (ii) fully earned by us on the effective date of the then current **reporting period**.

VII. TERMINATION

A. Coverage provided by this endorsement ends at the same time as the last **reporting period** for which premium has been paid if:

1. **You** fail to pay the premium when due for the next **reporting period**, or
2. Before the end of the last annual **reporting period**:
 - a. **you** leave the **insured** named in the Declarations for any reason; or
 - b. either **you** or we cancel or fail to renew the policy; then

B. **You** have the right to purchase additional **reporting periods** unless:

1. either **you** or we cancel or non-renew the policy during the first **reporting period**, or
2. we cancel or non-renew the policy at any time as a result of **your** failure to pay the premium.

C. If **you** elect to purchase additional **reporting period(s)** coverage, **you** must:

1. within sixty (60) days of the termination, tell us in writing that **you** want the coverage, and
2. pay to us the premium for the coverage. The premium will be in accordance with the rules and rates then in effect for us.

The beginning date of **your** coverage will be the same as the ending date of the **reporting period** for which premium has already been paid.



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.