



**AMENDATORY ENDORSEMENT - TEXAS
(General Terms and Conditions)**

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

- I. The definition of **abuse and molestation act** set forth in Section III, Definitions of the General Terms and Conditions is amended to add the following at the end:

As used herein, "abuse" means an act which is committed with the intent to cause harm.

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

- A. Paragraph A is deleted and replaced with the following:

A. Automatic Limited Extended Reporting Period – No Additional Premium

In the event this policy terminates, cancels or expires for any reason, then any **insured** will have an additional reporting period of sixty (60) days from such termination, cancellation or expiration to provide written notice of a **claim** first made against an **insured** during the **policy period** for **incidents** occurring after the **retroactive date** and prior to the date of such termination, cancellation or expiration, provided such policy is not renewed with us.

The Automatic Limited Extended Reporting Period will begin the day after the **policy period** terminates, expires or is cancelled. The Automatic Limited Extended Reporting Period applies only to **claims**, and will not provide an extended period in which to report an **incident**.

- B. Paragraph B is deleted and replaced with the following:

B. Purchased Extended Reporting Period

If this policy is terminated, cancelled, or non-renewed for any reason, 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** for an additional period of not less than one (1) year in exchange for payment of 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**. A purchased **extended reporting period** will extend to selected Coverage Part coverage for a specified period of time, 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.

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**.

III. Section XVII, Insurance Under More Than One Policy Issued By Us is deleted and replaced with the following:

If an **incident, claim, or licensure proceeding** is covered under this policy and another policy issued to you by us or any company affiliated with us on the same basis, whether primary, excess or contingent, each policy will not be liable for a greater proportion of the **damages** than the applicable Limit of Liability under this policy for such **incident, claim, or licensure proceeding** as it pertains to the total applicable Limit of Liability of all valid and collectible insurance pertaining to such **incident, claim, or licensure proceeding**. Each such contributing policy issued by us and any company affiliated with us will share **defense costs** equally.

The maximum aggregate Limit of Liability of the Insurer and its affiliates for all loss in connection with any such **incident, claim, or licensure proceeding** shall not exceed the highest applicable Limit of Liability under any one applicable policy. Payment of the highest Limit of Liability offered on any one applicable policy shall extinguish the Insurer's liability on all of such policies for such **incident, claim, or licensure proceeding**. Nothing contained in this provision shall be construed to increase the Limit of Liability of this policy.

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.