



**AMENDATORY ENDORSEMENT - WEST VIRGINIA
(General Terms and Conditions)**

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

- I. Section VIII, Extended Reporting Period, set forth in the General Terms and Conditions is amended as follows:
- A. Solely with respect to a Claims Made and Reported Coverage Part, the first paragraph of Subsection B, Purchased Extended Reporting Period, is deleted and replaced with the following:

If this policy is terminated, cancelled, or non-renewed for any reason, other than non-compliance with any terms and conditions of the policy or a material misrepresentation or material omission in the application for the policy which substantially and materially increases the hazard insured, 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 additional period(s) and additional premium. Except where the amortized payment option is selected under this endorsement, all earned premium must be paid before any coverage under the **extended reporting period** takes effect.

- B. Solely with respect to the coverage provided by the Professional Liability Coverage Part, the following paragraph is added to Section VIII, Extended Reporting Period set forth in the General Terms and Conditions, at the end:

- Amortized Payment for Extended Reporting Period

Should the quarterly premium for an **extended reporting period** of any Professional Liability Coverage Part equal or exceed \$750,000, then at the option of the **insured**, the quarterly premium for such **extended** reporting period may be amortized over a period of 12, 24, or 36 months. The payments shall be amortized at a per annum rate of interest equal to two (2) percentage points above the prime interest rate reported in the Wall Street Journal on the date when the Insurer receives the **insured's** request to purchase the **extended reporting period**, or on the next publication date if not published on the date when the request is received.

The first quarterly payment of premium shall be payable contemporaneously with the issuance of the **extended reporting period**, and subsequent payments shall be due and payable quarterly thereafter.

In the event of any default by the insured in the payment of the amortized quarterly premium, the Limits of Liability for such **extended reporting period** may be reduced, subject to approval by the Insurance Commissioner.

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.