



LOUISIANA PCF CLAIMS LIMITS OF LIABILITY ENDORSEMENT

It is understood and agreed that pursuant to Chapter 5, Part XXIII, Section 1299.42 of the Louisiana Medical Malpractice Act, and solely with respect to **Louisiana PCF claims**, this endorsement amends coverage under the Declarations and the Dentists Professional Liability Coverage Part as follows:

I. Solely with respect to **named insureds** who are **qualified healthcare providers** listed on the SCHEDULE below, the Professional Liability Limits of Liability set forth on the Declarations applicable to such **named insureds** are deleted and replaced with the following:

A. **SCHEDULE – NAMED INSUREDS - QUALIFIED HEALTHCARE PROVIDERS**

Named Insured and License Number	Professional Liability Limits of Liability – Louisiana PCF Claims	
	Each Louisiana PCF Claim Limit	All Louisiana PCF Claims in the Aggregate Limit
Per list maintained and on file with the named insured on the Declarations	\$100,000	\$300,000

B. Any **named insured** listed on the SCHEDULE above shall have separate Limits of Liability in the amount set forth opposite his or her name as “Professional Liability Limits of Liability – Louisiana PCF Claims” and shall not share his or her Limits of Liability with any other **named insured**.

II. The Dentists Professional Liability Coverage Part is amended as follows:

A. Section I, Insuring Agreement, is amended with the addition of the following:

Solely with respect to **Louisiana PCF claims**, the applicable Limit of Liability is the Limit of Liability stated in the SCHEDULE above which the **named insured** becomes legally obligated to pay as a result of a **Louisiana PCF claim** for **damages** caused by a **wrongful act** by the **named insured**.

B. Section IV, Exclusions Applicable to the Professional Liability Coverage Part, is amended with the addition of the following new exclusion:

This policy does not apply to any **claim, damages, defense costs**, expenses, fees or loss under this Coverage Part that would have been payable by the Louisiana Patient Compensation Fund or other similar Fund but for the failure to pay or pay when due, the applicable fund surcharge, whether such failure be inadvertent or otherwise, or but for the failure to comply with any other Fund requirement. This exclusion applies whether or not the failure to pay or comply is on the part of the **named insured**, courtesy filer, designated or resident agent, or any other person or entity.

C. Paragraphs A and B of Section V, Coverage Part Limits of Liability and Related Claims, are deleted and replaced with the following:

A. **Each Louisiana PCF Claim**

The Limit of Liability set forth opposite the **named insured** listed in the SCHEDULE above for Each **Louisiana PCF claim** is the limit of our liability for all **damages** arising out of, or in connection with, the same or **related wrongful act**. The Each **Louisiana PCF claim** limit is the most we will pay under this policy for **claims** for injury or death of any one patient including any **claim** for loss of services and/or mental distress. Any amounts in excess thereof are payable by



the Louisiana Patient Compensation Fund and shall be paid by the Fund subject to the applicable statutory limits of insurance.

B. All Louisiana PCF Claims in the Aggregate

Subject to paragraph C.A above, the total limit of our liability for all **Louisiana PCF claims** in the aggregate shall not exceed the Limit of Liability stated as All **Louisiana PCF Claims** in the aggregate set forth opposite the **named insured** listed in the SCHEDULE above. All **wrongful acts** which happen during the **policy period** are included. The aggregate Limit of Liability applies to each annual policy period.

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

- **Louisiana PCF claim** means a **claim** which is brought against a **qualified healthcare provider** and subject to the Patient Compensation Fund provisions of the Louisiana Medical Malpractice Act, or any similar Fund established for the payment of such **claims**. However, a **Louisiana PCF claim** does not include any **claim** that would have been payable by the Louisiana Patient Compensation Fund or other similar Fund but for the failure to pay, or to pay when due, the applicable Fund surcharge whether or not such failure is inadvertent; or but for the failure to otherwise comply with any other Fund requirement. This provision applies whether or not the failure to pay or to comply is on the part of any **named insured**, courtesy filer, designated or resident agent or any other person or entity.
- **Qualified healthcare provider** means a healthcare provider meeting the criteria to participate in the Louisiana Patient Compensation Fund pursuant to the terms of the Louisiana Medical Malpractice Act.

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.