



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

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

I. The definition of **application** set forth in Section III, Definitions, is deleted and replaced with the following:

Application means all signed applications, including the warranty and attachments, together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy, or any other policy of which this policy is an indirect or direct renewal.

II. The exclusion entitled Pollution set forth in Section IV, Exclusions Applicable To All Coverage Parts, is amended to add the following:

However, this exclusion will not apply to damage caused by heat, smoke or fumes from a hostile fire.

III. Solely with respect to the Dentists Professional Liability Coverage Part – Claims Made and Reported, paragraph B, Purchased Extended Reporting Period, of Section VIII, Extended Reporting Period, 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 additional period(s) and 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**.

The premium for the **extended reporting period** will be determined by applying the appropriate factor from the following table to the annual premium in effect at the beginning of the **policy period**.

Number of Years of Prior Acts	Factors to be Multiplied by the Mature Claims Made Premium
1	0.80
2	1.20
3	1.45



4	1.60
5 or more	1.80

IV. Solely with respect to the Healthcare Providers Professional Liability Coverage Part – Claims Made and Reported, paragraph B, Purchased Extended Reporting Period, of Section VIII, Extended Reporting Period, 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 additional period(s) and 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**.

The premium for the **extended reporting period** will be determined by applying the appropriate factor from the following table to the annual premium in effect at the beginning of the **policy period**.

Years of Prior Claims Made Coverage	Installment Factors			Prepaid Factors
	1	2	3	
1	.36	.34	.28	.92
2	.58	.55	.39	1.43
3	.67	.55	.59	1.70
4 or more	.84	.55	.59	1.87

V. Solely with respect to the Employment Practices Liability Coverage Part and the ERISA Fiduciary Liability Coverage Part, paragraph B, Purchased Extended Reporting Period, of Section VIII, Extended Reporting Period, 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 additional period(s) and 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**.

The premium for the **extended reporting period** will be 75% of the annual premium in affect at the beginning of the **policy period**.

VI. Section IX, Limit of Liability, is amended to add the following:

Notwithstanding anything to the contrary, any payments made by us for pre-judgment and post-judgment interest will be in addition to and will not erode the applicable Limit of Liability.

VII. Section XI, Application, is deleted and replaced with the following:

In issuing this policy, we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**. The **application** will be deemed attached to the policy and incorporated into the policy as if fully and completely set forth herein.

If the **application's** statements, representations, and information contain any material misrepresentation, material omission or material inaccuracy, they will not prevent a recovery under the policy unless:

- (i) fraudulent;
- (ii) made with actual intent to deceive;
- (iii) materially affects either the acceptance of the risk or the hazard assumed by us;
- (iv) we in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the **application** or otherwise.

VIII. Section XVI, Other Insurance or Risk Transfer Arrangements, is deleted and replaced with the following:

This insurance is primary. Our obligations are not affected unless any other insurance or risk transfer instrument is also primary. If so, we will share with that other insurance or risk transfer instrument. A risk transfer instrument includes but is not limited to self-insured retentions, or other alternative arrangements which apply to the loss.



If the other insurance or risk transfer instrument permits contribution by equal shares, we will follow this method as well. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If the other insurance or risk transfer instrument does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all other insurance or risk transfer instruments.

These provisions do not apply to other insurance policies or risk transfer arrangements that are written as specific excess insurance of this policy's Limits of Liability.

IX. The following new section is added:

- Complaints

This notice is to advise the insured that should any complaints arise regarding this insurance, the insured may contact the following:

CNA Insurance Companies
Attn: Consumer Services Department
151 North Franklin Street
Chicago, Illinois 60606

and/or

Illinois Department of Insurance
Consumer Division
122 S. Michigan Avenue, 19th Floor
Chicago, Illinois 60603

and

Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767

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.